CLERK OF THE CIRCUIT COURT

ALLSDANY COUNTY
STATE OF MARYLAND

LAND RECORDS

CHATTEL AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

I hereby certify that the microphotographs appearing on this real of film are exact cories of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed around to Chapter 504, Acts of 1949, which requires the Clerks to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were praviously required.

These microfil s are being produced by the Hall f Recor s Comm ssin, Records Management Division, (Chapter 43 . Acts of 19.3)

STATE OF MARYLAND

MER 304 PME 1

Compared and Mailed Income of To Tietges City

PURCHASE MONEY PURCHASE MONEY THE PURCHASE MONEY
This Anrique, Made this 8th day of April in the year Nineteen Hundred and Fifty-four
in the year Nineteen Hundred and Fifty-four, by and between
Berlin D. Towler and Kathryn V. Towler, his wife,
of Allegany County, in the State of Maryland
part108 of the first part, and
Second National Bank of Cumberland, a National Banking Corporation with its principal place of business in Cumberland,
of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:
Tubereas, the man

Wilbercas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$7500.00 with interest at the rata of 4 1/25 per annum computed monthly on unpaid belances, said indebtednese to be amortized over a 15 year period by the payment of at least \$57.38 per menth, the first monthly payment each and every month therester until the whole principal together each and every month therester until the whole principal together payment being first applied to the accrued interest and monthly to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege interest accrued to prepay at any time, without premium or fee, the entire installment or One Hundred Dollars, whichever is less.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

Berlin D. Towler and Kathryn V. Towler, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successore minimum and assigns, the following property, to-wit:

All these lete or percels of ground situated on the westerly side of Homer Street in the City of Cumperland, Aliegany County, Meryland, known and designated so Lets Nos. 36, 37, 38, 39, 40 and 41 in Wilsonia Addition to Cumberland, a plat of which sold addition is recorded in Liber 82, folio 318 one of the Land Records of Allegany County, Maryland, and particularly described as followe, to-wit:

To My 2x19 37

PURCH	SE MONEY	WUSD APRIL 8" 1954 at 3:50 P.M.
This 1	Aortgage, Made	thin 8th day of April
in the year	Nineteen Hundred and Fi	ifty-four by and between
be	riin D. Towler and	Kathryn V. Towler, his wife,
of	Allegany	
***	UTTOKNUA	County to 11 m
777	the first part, and	County, in the State of Maryland
parties of	the first part, and	, 55.11
parties of	the first part, and	

Unbercas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$7500.00 with interest at the rate of 4 1/2% per annum computed monthly on unpaid the payment of at least \$57.38 per ments, the first monthly on unpaid the payment of at least \$57.38 per ments, the first monthly payment paing due and payable one month from the date of these presents and with the interest accruing thereon is paid in full, said monthly to the principal, to secure which said principal together payment being first applied to the accrued interest and the balance interest accruing thereon these presents are executed. Privilege interest accruing thereon these presents are executed. Privilege in reserved to prepay at any time, without premium or fee, the entire installment or One Hundred Dollars, whichever is less.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

Berlin D. Towler and Kathryn V. Towler, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors where and assigns, the following property, to-wit:

All these lets or parcels of ground situated on the westerly side of Homer Street in the City of Cumperland, Aliegany County, Maryland, known and designated as Lets Nes. 36, 37, 38, 39, 40 and 41 in Wilsonia Addition to Cumberland, a plat of which said addition is recorded in Liber 82, folio 318 one of the Land Records of Allegany County, Maryland, and particularly described as follows, to-wit:

LUBER 304 PAGE 2

Beginning at a point on the westerly side of Homer Street at the end of the first line of Let No. 35 in said addition, and running then with the westerly side of Homer Street, North 13 degrees 35 minutes East 163 1/2 feet to the southerly side of Brinker's Lane, then with said lane North 86 degrees 55 minutes West 101 feet and 8 1/2 inches to the easterly side of Clay Alley; then with said Alley, South 13 degrees 35 minutes West 125 feet, and then South 76 degrees 25 minutes East 100 feet to the place of beginning.

being the same property which was conveyed unto the parties of the first part by deed of James E. Torbet and Charlette D. Torbet, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Berlin D. Towler and Kethryn V. Towler,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Second National Bank of Cumberland, 116 successors,

GENERAL XXXIII MARKET OF assigns, the aforesaid sum of

Seventy-five Hundred & 00/100 - - - - (\$7500.00) Dellers,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said

Berlin D. Towler and Kathryn V. Towler, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____Berlin D. Towler and Kathryn

Y. Towler, his wife, hereby covenant to pay when legally demandable.

24

But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said_

Second National Bank of Cumberland, its successors

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Barlin D. Towler

and Kathryn V. Towler, his wife, their heirs or assigns, and

unia 304 mile 3

	shall be allowed and paid by the mortgagor a their representatives, heirs or assigns End the said Barlin D. Towler and Kathryn V. Towler.
	his wife, further covenant to
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	Company or companies acceptable to the mortgagee or 11a
	assigns, the improvements on the hereby mortgaged iand to the amount of at icest
	Seventy-five Hundred & 00/100 (\$7500.00)
	to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires
	to inure to the benefit of the mortgagee 1ts successors or assigns to the ortest
	or their lies or claim hereunder and to place and to
	positive for the mortgagee , or the mortgagee may offer and
	and conect the premiums thereon with interest as part of the mortgage debt
	Hittess, the hand and seal of sald mortgagors.
	Attest:
3	Attest: August 1 M. Charles Berlin D. Towler [SEAL] Berlin V. Tewler [SEAL]
	Berlin D. Tewler [SEAL]
	Tathrin V. Towler [SEAL]
_	
	State of Maryland,
	Allegany County, to-wit:
	I hereby cartifus -
	I hereby certify, That on this 8th day of April
	in the year nineteen Hundred and Fifty-Cour, before me, the subscriber,
	a Notary Public of the State of Maryland, in and for said County, personally appeared
	Berlin'D. Towler and Kathryn V. Towler, his wife,
	and they acknowledged the aforegoing mortgage to be their
2	act and deed; and at the same time before me also personally appeared Joseph M. Meughter President of the Second National Bank of Cumberland,
	the within named mortgagee, and made oath in due form of law, that the consider the median
r	mortgage is true and bons fide as therein set for forth.
	WITNESS my hand and Notarial Seal the day and year aforesaid.
	Co.
Š	Rose Chay to
	Notary Public.

LUBER 304 PAGE 2

Beginning at a point on the westerly eide of Homer Street at the end of the first line of Let No. 35 in eaid addition, and . running then with the westerly side of Homer Street, North 13 degrees 35 minutes East 163 1/2 feet to the southerly eide of Brinker's Lane, then with said lane North 86 degrees 55 minutes West 101 feet and 8 1/2 inches to the easterly side of Clay Alley; then with said Alley, South 13 degrees 35 minutes West 125 feet, and then South 76 degrees 25 minutes East 100 feet to the place of beginning.

reing the same property which was conveyed unto the parties of the first part by deed of James E. Torbet and Charlette D. Torbet, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Berlin D. Towler and Kathryn V. Towler,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
Second National Bank of Cumberland, its successors,

Seventy-five Hundred & 00/100 - - - - (\$7500.00) Dellare.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said___

Berlin D. Towler and Kathryn V. Towler, his wife,

CARMINICA XXXIII MINISTRANCE or assigns, the aforesaid sum of

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Berlin D. Towler and Kathryn

V. Towler, his wife,

0.4

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or In any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said_

Second National Bank of Cumberland, its successors

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sald sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Barlin D. Tewler

and Kathryn V. Towler, his wife, their heirs or assigns, an

105A 304 PAIR 3

	in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a their representatives, heirs or assigns. Had the said Berlin D. Towler and Kathryn V. Towler.
	his wife
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or
	of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Attest: Bulia D. Jacoba [SEAL] Mc. Classes Berlin D. Tewler [SEAL]
	State of Maryland, Allegany County, to-mit: I hereby certify. That on this Sth day of April in the year nineteen Hundred and Fifty-Cour before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Berlin'D. Tewler and Kethryn V. Tewler, his wife, and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Joseph M. Houghton, President of the Second National Bank of Cumberland, the within named mortgagee, and made outh in due form of law, that the consider on in Second Marienal Bank of Cumberland,
N. C.	WITNESS my hand and Notarial Seal the day and year aforesaid. Should be a seal of the day and year aforesaid. Notary Public.

FILED AND RECORDED APRIL 8" 1954 at 3:15 P.M.
THIS MORTGAGE, Made this 7 day of April, 1954, by
and between Julius C. Linaburg and Pearl Linaburg, his wife, of
the first part, sometimes hereinafter called the Mortgagors, and
The Liberty Trust Company of Cumberland, Maryland, a corporation,
duly incorporated under the Laws of Maryland, Trustee for Frostburg Memorial Park Association, Inc., of the second part, sometimes
hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and Just sum of Fifty-Five Hundred Dollars (\$5500.00), as is evidenced by a Promissory Note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 30th day of June, 1954.

NSW, THEREFORE, in consideration of the promises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Julius C. Linaburg and Pearl Linaburg, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Prostburg Memorial Park Association, Inc., its successors or assigns, the following property, to-wit:

All those two adjacent lots or parcels of ground lying and being on the Southerly side of Pearre Avenue, in the City of Cumberland, Allegany County, Maryland, which are known and designated as Lots Nos. 30 and 31, on the Plat of the "Bedford Place Addition", which plat, slong with the courses and distances for the same, is recorded in Liber No. 120, folio 586, etc., one of the Land Records of Allegany County, Maryland, and which two lots are particularly described as a whole as follows:

PEGINNING for the same at a peg on the Southerly side of Pearre Avenue at the end of the first line of Lot No. 29, in said Addition and running thence with said side of said Avenue, South 50 degrees 03 minutes East 50 feet, thence South 37 degrees 37 minutes West 115 feet to a twelve-foot slley, and with said alley, North 50 degrees 03 minutes West 50 feet to the end of the second line of Lot No. 29, in said Addition, and running thence

with said second line, reversed, North 37 degrees 37 minutes East 115 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Rose M. Wilson, unmarried, by deed dated the day of April, 1954, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Pifty-Five Hundred (\$5500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intanded to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable, and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the

Mortgagors ahall have sixty days after the receipt of said notice to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the ssid commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some inaurance company or companies acceptable to the Mortgagee, its successors or sssigns, the improvements on the hereby mortgaged land, to the amount of at lesst Fifty-Five Hundred (\$5500.00) Dollsra, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or sssigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage

And it is agreed that the powers, stipulations and covenants sforesaid are to extend to and bind the several heirs, executors, administrators, successors or sssigns, of the respective parties hereto.

1 20 1

WITNESS the hands and seals of the said Mortgagors.

WITNESS: STATE OF MARYLAND TO WIT: COUNTY OF ALLEGANY I HEREBY CERTIFY, That on this 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Julius C. Linaburg and Pearl Linaburg, his wife, and each acknowledged the aforegoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit. IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and the year above written. James M Sorley received The Liberty Trust Company Cumberland & Trustee for Forthe y releases the wills. Hitness the signature of said The Liberty Trank Company, muchand marifland Trustice fortrostburg memorial Back sociation Inc. by John J. Robinson The breident, and the porate seal duly attested by ite assistant secretary, this 11th day of June 1964:

The Liberty Trust Company, Cumberland, Me,

add t: Cameron L. Otto Truste for trouteur memorial Perk

acet secretary

6-11-54 By: John J. Robinson

Trust Gresident FILED AND RECORDED APRIL 8" 1954 at 8:30 A.M. PURCHASE MONEY

This Murinage, Made this Sixteenth day of Merch, in the year Nineteen Hundred and Fifty-four -----, by and between MELVILLE R. WHITE and DESSIE M. WHITE, his wife,

of Westernport, Allegany-----County, in the State of Maryland,

parties of the first part, and THE FIRST MATIONAL BANK, OF PIEDMONT, WEST

VIRGINIA, a corporation organized under the National Banking Laws,

part y _____ of the second part, WITNESSETH:

Unbereas, the said Melville R. Whits and Dessis M. White, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIED-MONT, WEST VIRGINIA, in the just and full sum of THIRTY-TWO HUNDRED (\$3200.00) DOLLARS, as evidenced by their joint and several, negetiable premissery nete, of seen date herewith, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, for said sum of THIRTY-TWO HUNDRED (\$3200.00) With interest from date at said Bank; and to be repaid in sums of net less than THIRTY-TWO (\$32.00) DOLLARS per month until eaid full amount of principal and interest of said nots has been paid; to secure the payment of which said sum of THIRTY-TWO HUNDRED (\$3200.00) DOLLARS, with interest as aforesaid, these presents are executed;

the first production of the second se

Notes and assigns, the following property, to-wit:

5 20 V

All that certain lot of ground lying and being in the Town of Westernpert, Allegany County, Maryland, on the Southeast olde of Hammond Street in the said Town and known as Let Number TWENTY-TWO (22) in Hammond's Addition to said Town of Westernpert; being the same property which was conveyed unto Perter T. White by Carleton P. Bell and Loie Fredlock Bell, his wife, by Deed, dated Hevember 12th, 1929, and recorded among the Land Recorde of said Allegany County, Maryland,

in Liber No. 162, folio 104, and also being the same property which was conveyed to the said Melville R. White and Tressie J. White, his White, parties of the first part, by Deed dated March 15th, 1954, and to be recorded among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Melville R. White and Dessie M. White, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors or assigns, the aforesaid sum of THIRTY-TWO HUNDRED DOLL-ARS (\$3200.00),----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said Melville

R. White and Dessie M. White, his wife, parties of the first part,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Melville R. White and Dessie M.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Melville R. White and Dennie M. White their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a. their representatives, heirs or assigns.

PARD the said Melville R. White and Dennie M. White, his wife,
partish of the first part.

partish of the first part.

partish of the first part.

further covenant to
inpure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or employees acceptable to the mortgages or its successors and

adjust the burrayees on the hereby mortgaged land to the amount of at least

Deltars,

LIDER 304 PAGE 10

I hereby certify, That on this / M day of day of

in the year ninetcen Hundred and Fifty -four----, before me, the subscriber, west Virginia
a Notary Public of the State of Market, in and for said County, personally appeared Melville
R. White and Dessie M. White, his wife,

and each acknowledged the aforegoing mortgage to be their respective----act and deed; and at the same time before me also personally appeared J. B. Determan,
Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage between done fide as therein set for forth.

WINES my hand and Notarial Seal the day and year aforesaid.

7th 1961

Burnard Mayliney Public.

Compared and secur Schmed E To Mitgel City
Way 2419 54

FILED AND RECORDED APRIL 9" 1954 at 2150 P.A.

This Mortgage, Made this

day of

April in the year mineteen bundred and fifty-four , by and between William G. Linn and Margaret E. Linn, his wife, of Baltimore County

of Allegary County, Maryland, of the first part, bereinafter sometimes called mortgager, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a curporation duly incorporated under the laws of Maryland, and having its principal office in the City of Combertand, Allegary County, Maryland, of the second part, hereinafter sometimes called mortgages,

Witnesseth:

Whereas, the said

William G. Linn snd Msrgaret E. Linn, his wife,

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to accure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William W. Linn and Margaret E. Linn, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground aituste on the Southeast side of the Twiggtown Road, near the Uhl Highway, between Cumberland and Oldtown in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at s atake standing at the intersection of the Southeast aide of the Twiggtown Road with the tenth line of tract of land conveyed by William H. H. Reckley (unmarried) to Charles S. Reckley by deed dated January 1, 1940, and recorded in Liber 185, folio 453, one of the Land Records of Allegany County, and continuing thence with the remainder of asid tenth line (Magnetic Bearings as of September, 1946, and with Horizontal Measurements), South 50 degrees 10 minutes East 473.5 feet to s stake at the corner of an old fence line; thence with part of the eleventh line of said tract and with the fence line, South 33 degrees and no minutes West 62.8 feet to a stake; thence cutting across part of the whole property, North 57 degrees 58 minutes West 265.45feet to a stake that atands South 31 degrees 30 minutes East 78.9 feet from the Southeast corner of dwelling that atands on this property; thence continuing North 57 degrees 58 minutes West 216.65 feet to an iron stake; thence North 11 degrees minutes East 31.45 feet to s stake standing 20 feet from the center of Twiggtown Road; thence with the Southeast side of Twiggtown Road and parallel and 20 feet from the center thereof, North 47 degrees 1 minute East 100 feet to the beginning, containing 1.04 acrea, more or leas.

It being the same property which was conveyed unto the said Mortgsgors by Charles S. Reckley and others, by deed dated the 23rd day of October, 1946, and recorded in Liber No. 214, folio 245, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagoe, its successors or assigns, the aforesaid sum of Eight Hundred Fifty (\$850.00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the

AND WHEREAS, this mortgage shall also secure as of the date hereof future lovances made at the Mortgage 's option, prior to the full pay-

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterstions or improvments to the mortgaged property amprovided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on sald property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional-security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and ln case sald property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eight Hundred Fifty (\$850.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policles forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

| And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and hind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Muy ollow

DUDY COUNTY, TO-WIT: I hereby Certify, that on this, 6 day of April

in the year nineteen

hundred and fifty-four

STATE OF MARYLAND, AND

before me, the subscriber, a Notary Public of the

Margaret E. Linn

State of Maryland in and for the county aforesaid, personally appeared

William G. Linn and Margaret E. Linn, his wife,

and each acknowledged the foregoing mortgage to be

their

BR 304 PAGE 13

pess whereof I have hereto set my hand and affixed my notarial seal the day and year I HEREBY CERTIFY, That on this & day of April, 1954, before me, the subscriber, a Motary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath due form of law, that the consideration in said Mortgage is true ona fide as therein set forth; and the said Charles A. Piper, did in like manner, make oath that he is the President and agent or, astorney for said corporation and duly authorized by it to make this affidavit. 1 affidavit. WITNESS my hand and Notarial Seal the May and year above written Time!

ana

FILED AND RECORDED APRIL 9" 1954 at 2:50 P.M.

This Mortgage, Made this 4 924

in the year nineteen hundred and fifty-four . April , by and between Paul H. Marker, of Cuyahoga County in the State of Chio, and Rita L. Marker, his wife Marker, his wife of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witneseth:

Whereas, the said

Paul H. Marker and Rita L. Marker, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of \$1.2 (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, Segtember 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable, on gune 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Paul H: Marker and Rits L. Marker, his wife,

dolor hereby hargain and sell, give, grant, convey, transfer, assign, release and confirm sinto the sald The Liberty Trust Company, its summers and assigns, the following property to-wit:

All that lot or parcel of ground situated at Pinto, in Allegany County, State of Maryland, and more particularly described as follows

to-wit:

BEGINNING for the same at an iron pipe stake standing at the end of the first line of parcel of ground conveyed by John L. Scally, et ux, to Paul H. Marker, et ux, by deed dated the 20th day of May, 1944, and recorded in Liber 199, folio 462, one of the Land Records of Allegany County, said stake also stands at the end of the second line of parcel of ground conveyed by Louis Niner, et ux, to John L. Scally, et ux, by deed dated the 15th day of June, 1939, and recorded in Liber 184, folio 15, one of the Land Records of Allegany County, thence with the third, fourth and part of the fifth line of said parcel conveyed by Louis Niner, et ux, to John L. Scally, et ux, dated June 15, 1939, (Magnetic Bearings as of June 1, 1939, and with horizontal measurements), South 29 degrees and 46 minutes West 132-35/100 feet to an iron stake standing on the Northeast side of a 10-foot lane way, thence with said lane way, North 60 degrees and 28 minutes West 110 feet to an iron stake, thence leaving lane and running North 29 degrees and with said lane way, North 60 degrees and 28 minutes West 110 feet to an iron stake, thence leaving lane and running North 29 degrees and 46 minutes East 132-8/10 feet, then leaving the aforesaid fifth line and cutting across the whole of the aforementioned parcel of ground conveyed by Louis Niner, et ux, to John L. Scally, et ux, dated June 15, 1939, in Liber 184, folio 15, and at right angles to said fifth line, South 60 degrees and 14 minutes East 50 feet to the end of the first line of parcel of ground aforementioned as Liber 184, folio 15 then with the second line of said parcel of ground, South 60 degrees

and 14 minutes Esst 60 feet to the beginning. It being the same property which was conveyed unto the said Mortga-by John L. Scally, et ux, by deed bearing date the 26th day of it, 1944, and recorded in Liber No. 201, folio 240, one of the Land gors by John L. Scally, August, 1944, and record Records of Allegany County.

ALSO: All that lot or parcel of ground situate at Pinto, Allegany County, Maryland, and more particularly described as follows, to?wit:

BEGINNING for the same at an ironpipe stake standing 50 feet on the fourth line of a parcel of ground conveyed by Louis Miner, et ux, to John Leonard Scally, et ux, by deed dated February 24, 1936, which is recorded in Liber 174, folio 313, one of the Land Records of Allegany County, Maryland, said stake also standing on the Southwesterly side of a 20-foot street, and running then at right angles to said fourth line (Magnetic Bearings as of June 1, 1939, and with horizontal measurements) South 29 degrees 46 minutes West 130 feet to an iron pipe stake standing 10 feet on the second line of the aforementioned deed, then with the remainder of said second line and extending same to a pipe stake standing on the fifth line of a parcel of ground conveyed by Louis Niner, et ux, to John L. Scally, et ux, by deed dated June 15, 1939, which is recorded in Liber 184, folio 15, one of the Land Records of Allegany County, Maryland, the said bearing running North 60 degrees 14 minutes West 100 feet to an iron pipe stake, then with the remainder of said fifth line, North 29 degrees 46. minutes Esst 130 feet to an iron pipe stake standing on the Southwesterly side of the aforementioned 20-foot street, then with the sixth line of the aforementioned deed from Louis Miner, et ux, to John L. Scally, et ux, which is recorded in Liber 184, folio 15, of the Land Records aforesaid, and also with part of the fourth line of the aforementioned deed from Louis Miner, et ux, to John L. Scally, et ux, recorded in Liber 174, folio 313, of the Land Records aforesaid, and also with the Southwesterly side of said 20-foot street, South 60 degrees 14 minutes East 100 feet to the beginning, containing 3/10 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by John Leonard Scally and Edna E. Scally, his wife, by deed dated May 20, 1944, and recorded in Liber 199, folio 462, All that lot or parcel of ground situate at Pinto, Allegany pland and more particularly described as follows, to-wit:

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

. TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Fourteen Hundred (\$1400.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgager shall, except by reason of death, cease to own, transfer or dispose of the within describ without the written concent of the most of

AND WHEREAS, this mortgage shall also sequre as of the date hereof, future advances made at the Mortgagee's option, prior to the full payof five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and ail public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making sald sale, and in case sald property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneya owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Pourteen Hundred (\$1400.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto. WITNESS, the hand and seal of said mortgagor.

ATTEST.

SAVE OF TAXABLE MAND, ARRECTAN COUNTY TO WITE

I hereby Certify, that on this 9.5% day of

April

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Rita L. Marker, one of the Mortgagors herein,

and she acknowledged, the foregoing mortgage to be

THEN 304 BAGE 16

President of The Liberty Trust Company, the within named mortgagee and made oath in due form

the the consideration in said mortgage is true and bona fide as therein set forth; and the land that he can like manner, make oath that he is the President, and agent or attorney for said

leed; and at the same time, before me, also personally appears

a someration and duly authorized by it to make this affidavit.

As writness whereof I have hereto set my hand and affixed my notarial seal the day and year about written. STARE OHIO, CUYAHOGA COUNTY, TO-WIT: STATES ON TO, CUYAHOGA COUNTY, TO-WIT:

Notary Public

I HEREBY CERTIFY, that on this and day of April, 1954, before me, the subscriber, a Notary Public of the State of Ohio in and for the bounty oresaid, personally appeared Paul H. Marker, one of the Mantgagore herein, and he acknowledged the foregoing mortgage to be his act and deed.

IN WITNESS WHEREOF, I have hereto set my hand affixed my Notarial Seel the day and year above written.

Dettly Q. Peller Docathy Q. Paller

DOCEDITY R. PALLER, Muchay PNotary Public
By commission express test 23, 1345 Neight mi Elever Meters lity 1 + 11 5+ FILED AND RECORDED APRIL 9" 1954 at 3:00 P.M. PURCHASE MONEY This Mortgage, Made this 3/st day of March in the year Nineteen Hundred and Fifty-Four Lehew W. Miller and Virginia L. Miller, his wife, solvening the are giving specifical tions to the A solvent from Rt. Return and Lat. Manual rate of Allegany County, in the State of Maryland part las of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH: Wiberese, the mid Lehew W. Miller and Virginia L. Miller, his stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Two Thousand and no/100-----Dollars (\$ 2,000.00), to be paid with interest at the rate of aix per cent (_6.%) per annum, to be computed monthly on unpaid balances, in payments of at least.

Thirty----- Dollars (\$ 30,00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

UNEN 304 PAGE 17

End Unbercas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

How Therefore, in consideration of the premises, and of the sum of one dellar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Lehew W. Miller and Virginia L. Miller, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot, or parcel of ground lying and being situated in Election District #22, of Allegany County, State of Maryland, and about 3 miles East of the City of Cumberland, on the Hardinger Road, and on the East side of said Road, and described as follows:

BEGINNING for the same at a planted stone standing at the end of a reference line drawn South 27 degrees West 9 perches and 8 links from a large White Oak tree bearing 6 notches on its South side, said tree being 62 perches Eastward from the Hardinger Road, and 32 perches in a Southerly direction from the end of the first line of this lot, and running thence North 25 degrees 15 minutes East 122 perches and 3 links to a double White Oak tree bearing 4 notches, two on each side, North 31 degrees East 232 perches to a planted stone, witnessed by a White Oak bearing 3 notches on its West side, North 70 degrees West 112 perches into the aforesaid

mentioned Hardinger Road, to a point on the seventh line in a deed from James S. Johnson and wife, to Arthur M. Rice and wife, said deed bearing date of November 12th, 1913, and recorded in Liber 113, folio 416, one of the Land Records of Allegany County, Maryland, thence in and with said road South 17 degrees West 15 perches, South 31 degrees 30 minutes West 21 perches and 2 links, to or near the end of the fifth line of the whole farm, as contained in the deed last above mentioned, then leaving said road South 70 degrees East 9 perches to the place of beginning. Containing 2 acres more or less. It being the same property which was conveyed unto the said Lehew W. Miller and Virginia L. Miller, his wife, by Oscar Lee Rice and Ida V. Rice, by deed dated March 31, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privilegus and appurtenances thereunto belonging or in anywise appertaining.

End it is Egreco that until default be made in the premises, the said. Lehew E. Miller and Virginia L. Miller, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Lehew W. Miller and Virginia L. Miller, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its meccanors or and assigns, or.

F. Brooks Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and corpowered, at any

or assigns; which sale shall be made in ma days' notice of the time, place, manner and b berland, Maryland, which said sale shall be a from such sale to apply first to the payment taxes levied, and a commission of eight per	mortgaged or so much therof as may be necessary, archaser or purchasers thereof, his, her or their heirs unner following to-wit: By giving at least twenty terms of sale in some newspaper published in Cumat public auction for cash, and the proceeds arising t of all expenses incident to such sale, including all cent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then	
	y it over to the said Lehew W. Miller and	
Virginia L. Miller, his wife,	their	
	peirs or assigns, and	
And the said Lehew W. Mill	er and Virginia L. Miller, his wife,	
	further covenant to	
company or companies acceptable to the mort on the hereby mortgaged land to the amount of	f this mortgage, to keep insured by some insurance gagee or its successors or assigns, the improvements	
and to cause the policy or policies issued the	Dollars,	
to inure to the benefit of the mortgagee	, its successors or assigns to the extent of its an	
their lien or claim hereunder, and to place au	ich policy or policies forthwith in possession of the	
mortgagee , or the mortgagee may effect as	aid insurance and collect the premiums thereon with	
interest as part of the mortgage debt.	*	
Witness, the handmand scales said	mortgagor s	
Attent:		
800 - 000 - 0	2.1	
- Ellie Helasty	Leken W. Miller SEAL	
Ediel Rocarty	Lenew W. Miller	
	Virginia I milker [SEAL]	
State of Maryland,	virginia L. Miller	
Allegany County, to-wit:	Total Control of the	
I hereby certify. That on th		
in the year nineteen Hundred and Fifty -FO	heirs or assigns, and bove power but no sale, one-half of the above commission transfer. The representatives, heirs or assigns. Miller and Virginia L. Miller, his wife, further covenant to stence of this mortgage, to keep insured by some insurance he mortgage or its successors or assigns, the improvements mount of at least Dollars, sued therefor to be so framed or endorsed, as in case of fires, transfer its successors or assigns, to the extent of its or place such policy or policies forthwith in possession of the affect said insurance and collect the premiums thereon with Lehew W. Miller Lehew W. Miller GEAL] Virginia L. Miller (SEAL] Virginia L. Miller	
a Notary Public of the State of Maryland, in	and for said County, personally appeared	
Lehew W. Miller and Virg	rinia L. Miller, his wife,	
and they acknowledged the aforegoing	ng mortgage to be their	
act and deed; and at the same time before me	also personally appeared	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	the CUMBERLAND SAVINGS BANK, of Cumber-	
the within named mortgages, and made oath	in due form of law, that the consideration in said	
mortange is true and bona fide as therein set	forth, and the said	
Transfer was a	further made oath in due form of law that he is	
THE STATE OF THE S	the CUMBERLAND SAVINGS BANK of Cumber-	
· · · · · · · · · · · · · · · · · · ·	STATE OF THE PARTY	
TINESS my hand and Notarial Sml ti	he' day and year aforesaid.	
	Ellel Malarty	

Earl & Manger acty aty

FILED AND RECURDED APRIL 9" 1954 at 9:00A.M. PURCHASE MONEY

This Mortgage, Made thin day of April in the year Nineteen Hundred and Fifty - four ... by and between John F. Null and isabel Null, his wife, Allegany County, in the State of Maryland

Allegany County, in the State of Maryland

part 168 of the first part, and C. Glenn Watson, widower,

part les of the second part, WITNESSETH:

Unbercas, the Parties of the First Part are justly and bona fidely indebted unto the Party of the Second Part in the full and just sum of Two Thousand Four Hundred (\$2,400.00) Dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum, and which said principal sum and interest shall be repaid in monthly installments of Thirty (\$30.00) Dollars each, the first of which said installments shall become due and payable one month from the date hereof and monthly thereafter until fully paid; with the right reserved unto the Parties of the First Part to prepay any or all said principal sum and interest at any time prior to its maturity.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said

John F. Null and Isabel Null, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said C. Glenn Watson, his

heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situate on the west side of Lexington avenue, being part of Lot No. 130 of Walsh's Addition to the City of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for said parcel of land at an iron stake standing on the west side of Lexington avenue, distant north 28 degrees 15 minutes East 66.25 feet from the point of intersection of the west side of Lexington avenue with the north side of Mary Street, said iron stake also stands at 32.25 feet on the first line of the parcel of ground conveyed by Curtis J. Levis, et ux, to Ralph S. Roy and Emmett Carr by deed dated the 17th day of May, 1946, and recorded

in Liber No. 209, folio 85, one of the Land Records of Allegany County; and running thence with the west side of Lexington Avenue (magnetic bearings as of the plat of Walsh's Addition to the City. of Cumberland as recorded in Plat Case Box No. 98 of the Land Records of Allegany County, and with horizontal measurements) north 28 degrees 15 minutes East 32.25 feet to an iron stake standing at the end of the aforementioned first line; thence with the second and part of the third lines of the said Roy-Carr lot, and at a right angle to Lexington avenue, north 61 degrees 45 minutes west 120 feet to a locust stake standing on the east side of an alley; thence with the said alley and parallel to Lexington Avenue, South 28 degrees to a locust stake standing on the east side of an alley; thence wi the said alley and parallel to Lexington Avenue, South 28 degrees 15 minutes west 32.25 feet to an iron stake; thence cutting across the said Lot No. 130 and at a right angle to the said alley, south 61 degrees 45 minutes east 120 feet to the beginning.

The AFORESAID PROPERTY is the same property conveyed by deed of even date herewith by and between Rlaph K. Willard and Viola M. Willard, his wife, and John F. Null and Isabel Null, his wife, and which said deed is to be recorded simultaneously with the recordance. tion of this mortgage among the Land Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

4

1 B4 V

And also including an automatic gas space heater installed in the awelling.

Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining. provided, that if the said John F. Null and Isabel Null, his wife, heirs, executors, administrators or assigns, do and shall pay to the said C. Glenn Watson, his executors , administrators or assigns, the aforesaid sum of Two Thousand Four Hundred (\$2,400.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. Bnd it is Egreed that until default be made in the premises, the said_ John F. Null and Isabel Wull, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. John F. Nulland Isabel Null, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. C. Glenn Watson, his heirs, executors, administrators and assigns, or Earl E. Mangers
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' action of the rime, place, manner and terms of sale in some newspaper published in Executable days' action, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said John F. Hull and Isabel Null, his wife, their

MER 304 PAGE 21

			further covenant t
insure forth	with, and pending th	he existence of this mortg	rage, to keep insured by some insurance
Company or	companies acceptab	ble to the mortgagee or L	1s
assigns, the	improvements on th	he hereby mortgaged land	to the amount of at least
Two Thou	sand Four nunc	drea (\$2,400.00) -	
and to cause	the policy or polic	cies issued therefor to be	Dollars so framed or endorsed, as in case of fires
to inure to t	ne benefit of the mo	ortgagee , nis	
of nis			heirs or assigns, to the exten
policies forth	with in possession o	of the moster are	hereunder, and to place such policy or
and collect ti	ne premiums thereo	on with interest as part of	e mortgagee may effect said insurance
2011	1685, the hand and	seal of said mortgagors:	
Attest:		/	2
Earle	manne	- Joh	w. 7 mull
4 00	Mange Marge	John F.	. Null [SEAL]
carte	marge	o MA	Souled Hullows
-		isabel	Nall / Speaking
Allegany	Maryland. County, to-w	rit:	
Allegany	County, to-w	rit:	day of April
Allegany 3 he	County, to-w reby certify, neteen Hundred and	That on this &	before me, the subscriber,
I he n the year ni	County, to-m reby rertify, netcen Hundred and ic of the State of M	That on this S	before me, the subscriber,
I he n the year ni Notary Pub	County, to-m reby rertify, netcen Hundred and ic of the State of M	That on this &	before me, the subscriber,
I he n the year ni Notary Pub	County, to-m reby rertify, netcen Hundred and ic of the State of M	That on this S	before me, the subscriber,
J he n the year ni Notary Pub. John	County, to-us reby certify, neteen Hundred and ic of the State of M . Null and Ise	That on this I Fifty - four Maryland, in and for maid abel Null, his will	before me, the subscriber, County, personally appeared (e,
3 he n the year ni Notary Publication is	County, in-moreby certify, neteen Hundred and ic of the State of M. Null and is acknowledged the	That on this I Fifty - four Maryland, in and for mid abel Null, his wifthe aforegoing mortgage to	County, personally appeared fe,
3 he n the year ni Notary Publication is	County, in-moreby certify, neteen Hundred and ic of the State of M. Null and is acknowledged the	That on this I Fifty - four Maryland, in and for said abel Null, his wifthe aforegoing mortgage to before me also personal	County, personally appeared fe,
Jhe n the year ni Notary Publication is not each et and deed; C. Gle	County, to-use reby certify, neteen Hundred and ic of the State of M. Null and Isonacknowledged that at the same time on Watson, with	That on this I Fifty - four Maryland, in and for said abel Null, his wife the aforegoing mortgage to before me also personall dower,	County, personally appeared re,
Jhe n the year ni Notary Publication is not each et and deed; C. Gle	County, to-use reby certify, neteen Hundred and ic of the State of M. Null and Isonacknowledged that at the same time on Watson, with	That on this I Fifty - four Maryland, in and for said abel Null, his wife the aforegoing mortgage to before me also personall dower,	County, personally appeared fe,
Jhe n the year ni Notary Publication is not each et and deed; C. Gle	County, in-more the religious control of the State of M. Null and Is. acknowledged the ack	That on this I Fifty - four Maryland, in and for said abel Null, his wife the aforegoing mortgage to before me also personall dower,	County, personally appeared re,
Jhe n the year ni Notary Publication is not each et and deed; C. Gle	County, in-more the religious control of the State of M. Null and Is. acknowledged the ack	That on this I Fifty - four Maryland, in and for said abel Null, his wifted abel null,	County, personally appeared re,
Jhe n the year ni Notary Publ John is nd each ct and deed; C. Gle ne within nam	County, in-more than the state of M. Null and is acknowledged thand at the same time and Watson, with the same time and watson, with the same time and watson, with the same time and bona fide as the same time and bona fide as the same time.	That on this I Fifty - four Maryland, in and for said abel Null, his wife the aforegoing mortgage to before me also personall dower, I made oath in due form otherein set for forth.	before me, the subscriber, County, personally appeared to be his and her by appeared of law, that the consideration in said
Jhe n the year ni Notary Publ John is nd each ct and deed; C. Gle ne within nam	County, in-more than the state of M. Null and is acknowledged thand at the same time and Watson, with the same time and watson, with the same time and watson, with the same time and bona fide as the same time and bona fide as the same time.	That on this I Fifty - four Maryland, in and for said abel Null, his wifted abel null,	before me, the subscriber, County, personally appeared to be his and her by appeared of law, that the consideration in said
Jhe n the year ni Notary Publ John is nd each ct and deed; C. Gle ne within nam	County, in-more than the state of M. Null and is acknowledged thand at the same time and Watson, with the same time and watson, with the same time and watson, with the same time and bona fide as the same time and bona fide as the same time.	That on this I Fifty - four Maryland, in and for said abel Null, his wife the aforegoing mortgage to before me also personall dower, I made oath in due form otherein set for forth.	before me, the subscriber, County, personally appeared to be his and her by appeared of law, that the consideration in said
Jhe n the year ni n Notary Publication is not each ct and deed; C. Gle ne within name deepe is true	County, in-more than the state of M. Null and is acknowledged thand at the same time and Watson, with the same time and watson, with the same time and watson, with the same time and bona fide as the same time and bona fide as the same time.	That on this I Fifty - four Maryland, in and for said abel Null, his wife the aforegoing mortgage to before me also personall dower, I made oath in due form otherein set for forth.	before me, the subscriber. County, personally appeared fe, to be his and her by appeared of law, that the consideration in said



FILED AND RECORDED APRIL 10" 1954 at 9:50s M

Hundred and Fifty-10	ur	by and between
Allen and Edgar J	. Allen, her husband,	, oy and one we
Allegany	County, in the State of Mary	land
Hinkle andxkanazm	ay z nekale y z ne 4 z nez 2 g y z	
Allegany	_County in the State of Maryl	
arregary	_County, in the State of Maryl	anu
	Allen and Edgar J Allegany	County, in the State of rially.

Whereas, the Parties of the First Part are justly and bone fidely indebted unto the Party of the Second Part in the full and just sum of Nine Hundred (\$900.00) Dollars, and which said principal sum shall bear interest at the rate of six per cent (6%) per annum, and the said principal sum and interest shall be repaid in equal monthly installments of Twenty-eight (\$28.00) Dollars each, the first of which said monthly installments shall be due and payable one month from the date hereof and a like payment of the same day of each succeeding month thereafter until the aforesaid principal sum and interest shall have been fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

How Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said. Evelyn M. Allen and Edgar J. Allen, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said Lestie E. Hinkle and The May THE SHEET STREET

heirs and assigns, the following property, to-wit:

- W 1

All that lot or parcel of ground situate, lying, and being near the Valley Road about one and one-half miles northeasterly of the City of Cumberland, Allegany County, Maryland, it being lot No. 413 in Section *B*, as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, which said lot fronts 40 feet on the westerly side of Rosewood Street and extends back an even width for a depth of 150 feet, more or less, to Finan Street. Finan Street.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith by and between Virgil Junior Mongold and Rosalie W. Mongold, his wife, and Evelyn H. Allen, one of the Parties or the First Part hereto, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money

LIBER 304 PAGE 23

Mortgage among the Land Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and particular description of the land hereby conveyed by way of.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Evelyn M. Allen and Edgar J. Allen, her heirs, executors, administrators or assigns, do and shall pay to the said husband, their Leslie E. Hinkle andxinonzmapzmaniexzwarzzwarzzawarz his executors , administrator s or assigns, the aforesaid sum of Nine Hunarea (\$900.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said_

Evelyn M. Allen and Edgar J. Allen, her husband,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Evelyn M. Allen and Edgar J. Allen, her husband,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said...

Leslie E. Hinkle and disserting situately ships at Republication, his

heirs, executors, administrators and assigns, or Farl E. Manges
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said.

Evelyn M. Allen and Edgar J. Allen, her husband, theire or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

End the mid Evelyn M. Allen and Edgar J. Allen, her husband,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgages or his:

assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Hundred (\$900.00) - - - - - - - - and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their his heirs or assigns, to the extent of EXEXEXEXEXEXEXEXEXEXEXEXEXIBIT lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, , or the mortgages, may effect said insuran

LIBER 304 PAGE 24

and collect the premiums thereon with interest as part of the mortgage debt.. Witness, the hand and seal of said mortgagor 3: Earl Mange East. Marge State of Maryland. Allegany County, to-wit: I hereby certify, That on this 9 2 in the year nineteen Hundred and Fifty -four ... before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared Evelyn M. Allen and Edgar J. Allen, her husband, and each acknowledged the aforegoing mortgage to be her and his respective act and deed; and at the same time before me also personally appeared Leslie E. Hinkle and Emma May Hinkle, his wife, within named mortgages, and made oath in due form of law, that the consideration in said frontgage is true and bona fide as therein set for forth. MINNESS my hand and Notarial Seal the day and year aforesaid. cal Edmund man

Compared and Martin Extender
To Mitgel Oty
May 24 15 57

1.00

FILED AND RECORDED APRIL 10" 1954 at 11:45 A.M.

MOER 304 PAGE 25



whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Four Thousand Five Hundred (\$4,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Forty Nine Dollars and Ninety Six Cents (\$49.96) on account of interest and principal, payments to begin on the day of day of way, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that lot, piece or parcel of land and the buildings and improvements thereon lying and being in Election District Number Seven of Allegany County, Maryland, known and distinguished as Lot Number Three in the village of Pinto, as will appear by reference to a Plat of the property of Norman S. Yoder, which is filed among the Land Records of Allegany County, Maryland, said lot being more particularly described as follows:

BECINNING for the same at an iron stake planted in the ground at the North edge of a thirty-six inch concrete walk on the side of the main street in the said village of Pinto, said stake being located twenty-nine inches westward from the center of a ten inch sewer pipe opening North 52 degrees 45 minutes West 110-9/10 feet from an iron stake planted in concrete now designated as Monument Number One, and which said Monument is located North 4

degrees 12 minutes West 139-3/10 feet from a post standing at the place of beginning of all that tract or parcel of land conveyed by Herbert Rawlings to Norman S. Yoder by deed dated November 16, 1918, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 125, folio 540, the said property hereby conveyed being a part thereof; and running thence with the North side of said street (Bearing M.B. 1935) North 52 degrees 45 minutes West 90-65/100 feet to an iron stake standing at a corner to Lot Number Four; thence with the last lines of said lot reversed and running parallel to and distant 11 feet 4 inches from the left side of the house North 36 degrees 51 minutes East 123-4/10 feet to an iron stake located on the South side of Lane Alley; thence with the South side of said Lane Alley South 54 degrees 26 minutes East 93-52/100 feet to another iron stake located at the North end of a fence; thence running with said fence South 38 degrees 10 minutes West 126-1/10 feet to the place of beginning. Containing 0.2637 Acres more or less.

It being the same property conveyed to the first parties by George R. Hughes, Trustee, by deed dated the 17th day of December, 1951, and recorded among the Land Records of Allegany County, Maryland, in Liber 237, folio 10; subject to the restrictions set out in the aforesaid deed.

П

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtanances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Four Thousand Five Hundred (\$4,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first

1 11 1

part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case or default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or aseigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some incurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Four Thousand Five Hundred (¥4,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgages, its successors

LIBER 304 PAGE 28

or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the suid mortgagors.

WITNESS as to both:

H. Wesley Collins (SEAL)

a. a. Helmich

Sue A. Collina (SEAL)

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this day of fine 1954, before me, the subscriber, a Notary Fublic in and for the 1954, and County aforesaid, personally appeared H. WESLEY COLLINS Class Subscriber and County aforesaid, personally appeared the aforegoing the consideration of the same time, and the same time, the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Notary Public
No tary Public
No Consission expires May 2, 1965

Compared and Mail Received The To May 24 1657

1 24 1

FILED AND MCCHUED APRIL 10" 1954 at 10:00 A.M.

THIS MORTLAGE, Made this 9th. day of April , 1954, by and between FIRST PRESETTERIAN CHURCH OF FROSTRING, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the first







part, hareinafter sometimes called mortgagor, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the sacond part, hereinafter sometimes called mortgagaa.

WITNESSETH:

MIDEREAS, at a regular maeting of the Board of Truatees of the party of tha first part, a Resolution was duly adopted by said Board for the purpose of borrowing a sum of money, not to exceed \$12,000.00 to be used toward the payment of improvements, repairs and replacement of the Church property and aquipment situated in Frostburg, Maryland, said Resolution was, as required by the Manuel of Laws and Discipline of the said Presbytarian Church, presented to a regularly called meeting of the Congregation of said Church held on the 19th day of January, 1954 and by said Congregation duly adopted; and

WHEREAS, at a stated meeting of the Presbytery of Baltimora, of which the Mortgagor is a member, held on the 16th day of Fabruary, 1954, a Resolution was adopted which authorizes the Mortgagor to borrow not more than \$11,000.00 to be used toward the payment of said improvements, repairs and replacements and to negotiate a loan of \$11,000.00 with authority to execute a mortgage on its Church property, copies of said Resolutions and authorities having been furnished to the said banking institution, the party of the second part; and

WHEREAS, the Mortgagor now stands indebted unto the said Mortgagae in the full and just sum of ELEVEN THOUSAND AND NO/100 (\$11,000.00) DOILARS with interest at the rate of FOUR per centum (4%) par annum, for which amount the Mortgagor has signed and delivered to the mortgagee a certain promissory note bearing sven date herewith and payable FIVE YEARS after date. Privilega is reserved to repay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances as far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest there on, the said party of the first part does hereby give, grant bargain and sell, convey, transfer, release and confirm unto the party of the second part, the said Mortgagee, its successors and assigns, the following described property, to-wit;

FIRST: All those several lots, pieces and parcels of land, with the Church buildings, parsonags and all other improvements thereon, on Broadway in the Town of Frostburg, Allegany County, Maryland, which real estate is more particularly described in e deed to Alexander Sloan, at al, Trustees, from Alfred Newton at ux., dated October 15, 1859 and recorded in Liber No. 18, folio 498, one of the Land Records of Allegany County, Maryland.

LAW OFFICES ALBERT A. DOUB CUMBERLAND, ND.

RELIED also the same property which was conveyed to the Trustees of the First Presbyterian Church of Frostburg, Allegany County, Maryland, a body corporate, by deed from archibald McDonald, Surviving Trustee, dated September 18, 1886 and recorded in Liber No. 63, folio 228 among said Land Records of Allegany County, Maryland.

SECOND: All that lot, piece or parcel of ground situate, lying and being in said Town of Frostburg, Maryland, and particularly described in a deed to Alexander Sloan et al, Trustees, from Sarah Wright, dated April 19, 1872 and recorded in Liber No. 36, folio 672 among said Land Records of Allegary County, Laryland.

BEING also the same property which was conveyed to The Trustees of The First Presbyterian Church of Frostburg, Allagany County, Maryland, etc., a body corporate, by deed from Alexander Rankin, Surviving Trustee, dated Spetember 18, 1886 and recorded in Liber No. 63, felio 225 among seid Land Records of allegany County, Maryland.

SAVING AND EXCEPTING from the above parcels of land that strip of ground Nine (9') feet wide and One Hundred Twenty-nine (129') feet long which was conveyed to Elizabeth Wehner by deed from The Trustees of The First Presbyterian Church of Frestburg, allegany County, Maryland, etc., dated March 39, 1890, and recorded in Liber No. 68, folio 17 among said Land Records of Allegary

County, Maryland. ALSO SAVING AND EXCEPTING from said percels of land, all that piece of part thereof which was conveyed by the Trustees of the First Presby-

March 7, 1895 and recorded in Liber No. 76, folio 712 among said Land Records. SPECIAL REFERENCE is hereby made to each of the aforesaid deeds for a further description of said real estate, the rights, restrictions, covenants and trusts therein set forth.

terian Church of Frostburg, Maryland, to Thomas Powell et ux., by deed dated

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, unters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, the Mortgagor, its successors and assigns do and shall pay to the said party of the second part, the Mortgagee, its successors and assigns the aforesaid sum of MLEVINI THOUSAND AND NO/100 (\$11,000.00) DOLLARS together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shell perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, any and all texes, associments and public liens levied on said property, all which texes, mortgage debt and interest thereon, the

LAW DITICES ALBERT A. DOUS

1 TO 4

said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns or Albert A. Doub, its or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including any and all taxes levided, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors or assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the Church and other improvements on the hereby mortgaged land to the amount of at least Eleven Thousand and no/100 (\$11,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may affect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Frostburg, Karyland, and the signature of its President, duly attested by its Secretary, with the corporate seal attached, the day and year first above. written.

ATTEST &

FIRST PRESETTERIAN CHIRCH, W PROSTRING, MARYLAND

Margaret P Richard

ALBERT A. DOUR

П

ALBERT A. DOUB

7

STATE OF MARYLAND, ALLEGAMY COUNTY, TO-WIT:

I HERENY CERTIFY, that on this 9th. day of April , 1954, before me, the subscriber, a Motary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared Margaret P. Richardson, President of the First Presbyterian Church, of Frostburg, Maryland, and acknowledged the aforegoing mortgage to be the act and deed of said corporation, and at the same time before me also personally appeared G. Alvin Ereiling, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgages, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said G. Alvin Ereiling did further in like manner make oath that he is the Treasurer, and agent for said corporation and is duly authorized by it to make this affidavit.

IN WITHESS WHEREOF, I have hereunto set my Hand and affixed my Notarial Seal the day and year above written.

Balah M. Bace

Pace Race Motory Public



1000

Computed			cee	ece	r
ToZhigu	624	pkr.	in	au	13.6
	May	2,4	15	24	_ /

FILED AND RECORDED APRIL 10, 1954 at 8:30 A.M.

This Murigage, Made thin f day of April

in the year Nineteen Hundred and fifty-four , by and between

RALPH A. MICHAEL and LORNA L. MICHAEL , his wife,

of Allegany County, in the State of Maryland,

MATILDA MCELFISH, Widow, and CHARLES D. McELFISH,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Elherras, the parties of the first part are indebted unto the parties of the second part, as joint tenants with rights of survivorship, in the full and just

sum of Forty-eight Hundred Dollars (\$4800.00) this day loaned the parties of the first part by the parties of the second part, as joint tenants with rights of survivorship, which said sum is to be repaid with interest thereon at the rate of five per cent per annum, within five years from the date hereof, in monthly installments of Thirty-five Dollars (\$35.00) each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said payments shall be paid on one month from the date hereof.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ics of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties.

ALL those lots, pieces or parcels of ground lying and being in Election
District No. 5 in Allegany County, Maryland, and more particularly described as
follows, to wit:

FIRST PARCEL: BEGINNING at two bounded white oak trees and a bounded poplar tree standing at the beginning of what was formerly known as the McElfish Farm, and running thence with the lines of the whole tract North 33-1/4 degrees West 30 perches to a planted stone in a field on the west side of a run; thence North 11-1/2 degrees East 14 perches to a planted stone on the west side of a run; thence North 27 degrees East 6-1/2 perches; thence North 61-1/2 degrees West 29 perches to the west side of the Valley Road; thence with said side of said road, North 46 degrees East 29-1/2 perches; thence crossing said road, South 48-1/2 degrees East 20-1/4 perches to a stone on the edge of what was formerly known as George Rice's Spring Run; thence South 72-1/2 degrees East 218 perches to a small bounded hickory; thence South 21 degrees West 66-1/2 perches to a stone pile; thence South 51 degree West 49 perches to a bounded chestnut marked with 9 notches; thence South 4 degrees West 7-4/5 perches to a black oak tree; thence leaving the lines of the whole tract and running with the division line between what was formerly known as the Daniel D. McElfish Farm and the Augustine M. McElfish Farm North 24-3/4 degrees West 7-4/5 perches to a stone pile, which stone pile is South 40-1/2 degrees East 9 links and North 47-3/4 degrees East 10 links from two chestnut trees marked with three notches each; thence North 32 degrees West 138 perches to a bounded double locust; thence North 47-3/4 degrees West 5-3/5 perches to a stone planted in a corner of a fence; thence with said fence, South 79-3/4 degrees West 16 perches; thence South 58-1/4 degrees West 29-2/5 perches to the place of beginning, containing 98 acres, more or less.

SECOND PARCEL: BEGINNING for the same at a red oak tree which stands at a corner of the first parcel as hereinbefore described and the land owned by a man by the name of Chedester and running thence by a new division line South 45 degrees East 668 feet to a red bud sapling standing on the boundary line between the land formerly owned by Charles L. Wolford et ux and the land formerly owned by Daniel D. McElfish; thence with part of said boundary line reversed, North 72-1/2 degrees West 575 feet to a fence post standing in Rice's Run; thence North 48-1/2 degrees West 150 feet to a post; thence running with the Chedester property, North 47 degrees East 264 feet to the place of beginning, containing 2.4 acres, more or less.

IT being the same property which was conveyed by Matilda McElfish to the parties of the first part, herein, by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

It is distinctly understood and agreed that the parties of the first part will not sell, cut or remove from the hereinbefore described and conveyed property any timber until the principal balance of this mortgage has been reduced to a sum of not less than Thirty-eight Hundred Dollars (\$3800.00). If said parties of the first part shall violate the terms of this agreement in connection with said timber cutting or selling, the balance then due on this mortgage shall immediately become due and pay able at the option of the parties of the second part. and the parties of the second part

shall have a right to proceed by injunction or otherwise against any party or parties so cutting, selling or removing said timber.

Consether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Frovided, that if the said part_iea_of the first part, their helrs, executors, administrators or assigns, do and shall pay to the said parties of the second part . their executor , administrator or assigns, the aforesaid sum of_ - - - - FORTY-EIGHT HUNDRED and 00/100 - - - - - DOLLARS together with the interest thereon, and any future advances made as aforesaid; as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said parties __of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes. assessments and public licns levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part. their heirs, executors, administrators and assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the sald part ies of the first part. their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-eight Hundred (\$4800,00) - - - - - Dollars, and to cause the policy or policies Issued therefor to be so framed or endorsed, as In case of fire or other losses to inure to the benefit of the mortgagees , their assigns, to the extent of_ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees or the mortgagees may effect said Insurance and collect the premiums thereon with interest as part of the mortgage debt. Withten, the hands and seals of sald mortgagor s. [Seal]

1 00

UBER 304 PAGE 35

State of Maryland. Allegany County, to-wit:

In the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Ralph A. Michael and Lorna L. Michael , his wife,

and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

Matilda McElfish, Widow, and Charles D. McElfish, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Catty ann Danis
Notary Public

FIRED AND RECURDED APRIL 10, 1954 at 12:05 P.M.

This Murigage, Made this 97N day of APRIL. in the year Ninoteen Hundred and fifty -four by and between

Paul L. Fresh and Mary L. Fresh, his wife,

of Allegany County, in the State of Maryland, part 128 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Fifteen Hundred Fifty & 00/100 - - - (\$1550.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:





By the payment of Twenty-five & 33/100 - - (\$25.33) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-

All of the Western half of Lot No. 118 of the Amcelie

Acres Second Addition, a plat of said addition is recorded in Msp

Case Box No. 97 of the Land Records of Aliegany County, Maryland, and

described as follows, to-wit:

Description of Western Half of Lot No. 118 and entire Let No.119:

Beginning at a large post where a stake is called for, second corner of Lot No. 118 of Amcelle Acres Second Addition at the intersection of the South boundary line of Burkey Avenue, with the East boundary line of Elton Avenue and running then with Elton Avenue South 72 degrees 56 minutes West 150 feet to a stake, third corner of soid lot; then with a pertian of the third line of said let South 16 degrees 34 minutes East 47.5 feet to a stake in said line, division corner now mode; then making division line through said Lot No. 118 North 72 degrees 56 minutes East 150 feet to a stake in the first line of the first let at Burkey Avenue; then with a portion of said line elong said Avenue North 16 degrees 34 minutes West 472 feet to the baginning, and being the Western half of said Let No. 118.

Let No. 119: Beginning for the same et a stone etanding at the end of the third line of Let No. 118 of the Amcella Acres Second Addition and running then reversing said third line North 16 degrees 34 minutes West 95 feet to e stake stending on the Southeast eide of Elton Avenue and running then with Elton Avenue South 72 degrees 56 minutes West 150 feet to the Southeast intersection of Elton Avenue end Grees Avenue end running then with Grace Avenue South 16 degrees 34 minutes East 95 feet to a etake standing of the snd of the second line of Let No. 117 of the soid eddition end running then reversing soid second line North 72 degrees 56 minutes East 150 feet to the beginning.

Being the same property which was conveyed unto the portice of the first part by deed of George C. Frankenberry and Shirley M. Frenkenberry, his wife, at al, dated the 25th day of April, 1952, which is recorded in Liber No. 240, felic 176 among the Land Recorde of Allegany County, Naryland.

100

the desired and trade with the term according to the terminal days are also as

the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this Indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this Indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from improvements, so that the efficiency of said property shall be maintained.

Ш

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbranees, except for this mortgage herein, and do eovenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the lapart to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces, any and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep Insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Rundred Fifty & 00/100 - - (\$1550.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default under to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become the and payable and to pay and discharge within ninety days after due date all governments within the mortgage or note, or in any layer from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no important or deterioration of said property, or any part thereof, and upon the failure of the

mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply, with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagoe's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the handsand seaBof said mortgagors.

Attest:

Paul L. Fresh [SEA

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 97H day of APRIL

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul L. Fresh and Mary L. Fresh, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WATNESS ray hand and Notarial Seal the day and year aforesaid.

Notary Public.

T. Hes A. Legge lety aty

FILED AND RECORDED APRIL 10, 1954 at 12:15 P.M.

Ш

	nd Fantx Fifty-four by and between
Nelson	T. Warren, III and Doris Jean Warren, his wife,
part 198 of the first pa	Allegany County, in the State of Maryland rt, hereinafter called mortgagor s , and First Federal Savings and Loan
America, of Allegany Con	d, a body corporate, incorporated under the laws of the United States of unty, Maryland, party of the second part, hereinafter called mortgagee.

Saventy-four Hundred Seventy-five & 00/100 - - (\$7475.00) = Dollars, which sald sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the date of 55 per cent. per annum, in the manner following:

By the payment of **F1fty-one &** <u>b3/100 - - (\$51.43) - - Dollars</u>, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesald principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

All that let, piece or parcel of ground situated on the southerly sids of Braddock Roed opposite the Allegany Grove Camp Ground known and designated as Lot No. 3 in Glenview Terrece Addition and a parcel of ground adjoining thereto on the east, said parcels being lecated about 5 miles westerly of the City of Cumberland, Allegany County, Maryland, and are more particularly described as follows, to-wit:

Beginning for the same at a spike standing on the southerly edge of the cenerate shoulder of the Braddeck Read, said spike also etending at the end of the first line of the percel of ground conveyed by Nerbert J. Zeller et ux, to Rebert L. Zeller by deed dated December 20, 1946, which is recorded in Liber No. 212, folio 668, one of the Land Records of Allegany County, Maryland, said spike also standing North 19 degrees 43 minutes East 60.4 feet from the most northerly corner of the dwelling standing on the aforementioned Rebert L. Zeller percel of ground and also standing North 46 degrees 17 minutes West 61.8 feet from the northwesterly corner of the dwelling etanding on this described parcel of ground and running them with the southerly edge of the concrete shoulder of said Braddock

Read North 57 degress 30 minutes East 144.8 fast to a small iron pin imbedded at the edge of the concrete at the end of the first line of the desd from Norbert J. Zeller st al to John B. Steiding st ux, dated January 23, 1950, which is recorded in Liber No. 227, folio 631, one of the Land Records of Allsgany County, Maryland, then with part of the second line of said Steiding deed South 32 degrees 15 minutee East 140 fest, then South 57 degrees 30 minutes West 144.8 fset to a locuet stake etanding at the snd of the second line of the aferementioned Robert L. Zeller parcel of ground and then reversing second line North 32 dagraes 30 minutes West 140 fest to the place of baginning.

Being the same property which was conveyed unto the parties of the first part by deed of Norbert J. Zeller and Hazel E. Zeller, his wifs, of svsn dats, which is intended to be recorded among the Land Records of Allsgany County, Maryland, simultaneously with the rscording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagor 8 covenant to maintain ail buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor e hereby warrant generally to, and covenant with the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgagor s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1 rpart to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or Gaorga W. Legge , its duly constituted attorney or agent are or so much thereof as may be necessary and to grant and convey the same to the purchaser or to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party salling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and a to the believe the same shall have then matured or not; and a to the believe the same shall have then matured or not; and as to the believe the same shall have then matured or not; and as to the believe the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgage s, their above commission shall be allowed and paid by the mertgagers, their representatives, heirs

1 37 A

UBER 304 PAGE 41

And the said mortgagors , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-four Hundred Seventy-five & 00/100 - - Dollars amount of at least <u>Davanty-lear</u> numered <u>Davanty-live</u> at <u>OU/100--</u> Dollars and to cause the policy or policles issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts become due and payable and to pay and discharge within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this hereby secured, and at the option of the mortgagee, immediately mature the entire principal and interest mortgage, and at the option of the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said gaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor's written consent, or should the same be encumbered by the mortgagors.

the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for for thirty consecutive days.

Withten, the handsand seals of the said mortgagors.

Attest:

Wester (SEAL) Doris Jean Warren

State of Maryland,

Allegany County, to-mit:

I hereby certify. That on this 9711 day of APRIL

in the year nineteen hundred and REAN Elfty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Welson T. Warren III and Doris Jean Warren, hie wife,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

Dies, my hand and Notarial Seal the day and year aforesaid.

Notary Public

The A Lage atty aty

178

FILED AND RECORDED APRIL 10, 1954 at 12:20 P.M.

This Mr	rtana	B w	TTH day of_	22211	
Californ Speed	rinan	Made this_	day of_	MPKIL	in the
			by and		
				TOSTAN CONTRACTOR	
Fre	ink W. M	iller and M	ary K. Miller	his wife,	
	of	Allegany	County, in the	State of Maryland	1
part 1as of the	e first part,	hereinafter calle	d mortgagor s , a	nd First Federal Saving	s and Loan
Association of Co	ımberland,	a body corporate	, incorporated unde	r the laws of the Unite	d States of Mineral
America, of Alle	gany Coun	ty, Maryland, pa	arty of the second	part, hereinafter called	mortgagee.
WITNESSET	TH:				Box
				he said mortgagor 8 ,	
Ten Thousa	nd Four	Hundred For	ty & 00/100 -	(\$10440.00)	Dollars
which said sum t	he mortgag	or s agree	to repay in insta	llments with interest the	ereon from 5
			per annum, in the		-
principal sum and and the said insta the payment of in	interest sh ilment payr terest; (2)	all be paid, whice ment may be app to the payment	month from the da h interest shall be	(\$66.08) te hereof, until the who computed by the calend gee in the following ord ent, assessments or publ	ole of said ar month,

charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece, or parcel of land situate, lying and being in Election District No.16, Allegany County, Maryland, and which said percel of land is more particularly described by metes and bounds, courses and distances, as follows, to-wit:

Beginning for said parcel at a stake standing in the easterly side of Uhl Highway and at the end of the third line and the beginning of the fourth line of the whole parcel of which this is a part; and running then with said easterly side of said Uhl Highway and with the said fourth line of the said whole parcel, North 18 degrees West 90 feet to a stake standing in seld line, then constructing a new line over and across the whole percel, North 64

degrees East 210 feet, more or less, to a stake standing at the end of 95.5 feet in the second line of the whole parcel; then South 14 degrees East 90 feet to the end of said second line of the whole parcel; then with the third line of the whole parcel South 64 degrees West 203.5 feet to the point of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of William Z. Kimble and Carrie M. Kimble, his wife, dated the _ day of _ , which is intended to be recorded among the Land Records of Allegany County, Maryland

simultaneously with the recording of these presents.

V .

1

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors , thair heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the irpart to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public licus levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor a hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the

above commission shall be allowed and paid by the mortgagor s , their representatives, heirs

Bind the said mortgages, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the mount of at least Ten Theusend Four Hundred Forty & 00/100 - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to resunder, and to place such policy or policies forthwith in possession of the mortgagee, or the ortgagee may effect said insurance and collect the premiums thereon with interest as part of the ortgage debt.

H n b the said mortgager s , as additional security for the payment of the indebteds preby secured, do hereby set over, transfer and assign to the mortgages, its successors usigns, all rents, issues and profits accruing or falling due from said premises after default until the security of this mortgages, and the mortgages is hereby authorized, in the event of such default until the security of t

to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

in consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee nay, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct: (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagoe's written consent, or should the same be encumbered by the mortgagor s—, their

the mortgagee's written consent, or should the same be encumbered by the mortgagor 8, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days

HillEBB, the handsand sealsof the said mortgagors.

Frank W. Miller	Attest:	•	
Mary K. Miller (SEAI	8 11	Frank W. Miller	(SEAL
	Thought Vania	Mary K. Willer	(SEAL

State of Maruland. Allegany County, to-wit:

I hereby certify, That on this 9TH day of APRIL in the year nineteen hundred and XXXX four ___, before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared

Frank W. Miller and Mary K. Miller, his wife,

the said mortgagor a herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George V. Logge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

hand and Notarial Seal the day and year aforesaid.

Notary Public

	FILED AND RECORDED APRIL 10, 1954 at 12:20 P.M.
	This Mortgage, Made this / 2th. day of April
	in the year Nineteen Hundred and Fifty - Four by and between
	AUSTIN J. WARD and SARAH A. WARD, his wife,
	of Allegany - County, in the State of Maryland
1	part les of the first part, and
-	THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation, duly incorporated under the laws of the United States,
-	of Allegany County, in the State of Maryland
-	part_yof the second part, WITNESSETH:
	party of the second part in the full and just sum of Thirteen Hun- dred (\$1,300.00) Dollars this day loaned the parties of the first part by the party of the second part, which principal sum, with interest at 5% per annum, is to be repaid by the parties of the first part to the party of the second part, in payments of not less than Twenty (\$20.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date here of, and to continue monthly until the amount of principal and inter- est is paid in full.
1	
	How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
	of, together with the interest thereon, the said parties of the first part
	A STATE OF THE PARTY OF THE PAR
	do give, grant, bargain and sell, convey, release and confirm unto the said
	party of the second part, its successors or
	belowing assigns, the following property, to-wit:
	ALL that lot or parcel of land situate, lying and being
	on Paca Street, in the City of Cumberland, Allegany County, Mary-
1	land, and deacribed as follows:
1	BEGINNING for the same 75 feet 9 inches from a atone mark-
	ed No. 47, North side of Paca Street and West side of South Lee
	20001 200

Street, running thence with Paca Street, North 832 degrees West 25 feet 3 inches, North 6} degrees East 131 feet, South 83} degrees

East 25 feet 3 inches, South 6% degrees East 131 feet by a straight line to the beginning. (Original record of survey Book E, page 84, dated November 13, 1806.)

BEING the same property which by deed dated the 14th day of August, 1947, was conveyed to Austin J. Ward and Sarah A. Ward, his wife, by Ethel Ward Cunningham, et vir., and which deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 216, folio 577.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors executive x and minimization or assigns, the aforesaid sum of Thirteen Hundred (\$1,300.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Bnd it is Egreed that until default be made in the premises, the said. parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. party of the second part, its successors Extra CANCERNA, AMARIAMENTANA assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs and to grant and convey the same to the purchaser or purchasers thereof, his, her or their neirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including aP taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said_ parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns.

Bnd the said parties of the first part

1 10 1

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Ш

Compa	ny or companies acceptable to the mortgagee or its successors or
assigns	s, the improvements on the hereby mortgaged land to the amount of at least
	Thirteen Hundred (\$1,300.00)
and to	cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inur	to the benefit of the mortgagee , its successors to the extent
of	its or
policies	their lien or claim hereunder, and to place such policy or forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and col	lect the premiums thereon with interest as part of the mortgage debt
	Witness the band of the mortgage debt
	Mitness, the hand and seal of said mortgagor s.
Attest:	Han
	March ISEALI
1	Austin J. Ward [SEAL]
MA	Sarah A. Ward [SEAL]
State	of Maryland,
Allen	any County, to-wit:
	The state of the s
3	hereby certify, That on this / > the day of April
in the ve	day of April
- 37	ar nineteen Hundred and Fifty - Four , before me, the subscriber,
a Notary	of the State of Maryland, in and for said County personally
	AUSTIN J. WARD and SARAH A. WARD, his wife,
and ea	Ch celement 1
act and de	ch acknowledged the aforegoing mortgage to be their respective
	salife time perore me also personally appeared
the with t	JOHN H. MOSNER, Cashier of
mort-	named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is	s true and bona fide as therein set for forth.
16.	
WITN	ESS my hand and Notarial Seal the day and year aforesaid.
	and your atoresaid.
	L X L 3-3/3/3
and the state of the state of	Notar Philip
	The same of the sa

FILED AND RECORDED APRIL 12, 1954 at 2:40 P.M.

This Mortgage, Made this

12 th

day of

April

1 20 1

in the year nineteen hundred and fifty-four

, by and between

Leonard Henderson and Helen M. Henderson, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Leonard Henderson and Helen M. Henderson, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Forty-Pive Hundred (\$4500.00) - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Leonard Henderson and Helen M. Henderson, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the South side of Braddock Street, a 30-foot width of Street, in LaVale, about 4½ miles. West of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing on the South side of the said Braddock Street, said stake also stands at the end of the third line of parcel of ground conveyed by Angus H. Burch, et al, to Kathryne M. Buckler by deed dated September 30, 1930, and recorded in Liber No. 166, folio 182, one of the Land Records of Allegany County, and continuing thence reversing the said third line, and with the same extended, South 47 degrees 40 minutes East 160 feet to a stake, thence parallel to the second line of the said Buckler parcel of ground, but in a reverse direction, South 42 degrees 20 minutes West 36 feet to the Northeast side of Burkhart Street, South 47 degrees 40 minutes East 202-64/100 feet to a locust stake, thence at right angles to Burkhart Street, North 42 degrees 20 minutes East 136 feet to a stake, thence at right angles to the last named line, and parallel to Burkhart Street, North 47 degrees 40 minutes West 362-64/100 feet to, an iron steke standing on the Southeast eide of Braddock Street, thence with the Southeast side of Braddock Street, South 42 degrees 20 minutes West 100 feet to the beginning, conteining one ecre, more or less.

It being the same property which was conveyed unto the said Mortgagors by Dayton Long Murphy, et al, by deed dated the 29th day of April, 1948, and recorded in Liber No. 220, folio 264, one of the . Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

I

Ī

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-Five Hundred (\$4500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the aum of Pive Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgaged debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repairs, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneya owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Porty-Five Hundred (\$4500.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

UBER 304 PAGE 50

ATTEST:

above written.

1 40 1

James M. Lorley

hundred and fifty-four

Charles A. Piper

each

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this 12 day of April

State of Maryland in and for the county aforesaid, personally appeared

deed; and at the same time, before me, also personally appeared

corporation and duly authorized by it to make this affidavit.

Leonard Henderson and Helen M. Henderson, his wife,

acknowledged, the foregoing mortgage to be

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

did further, in like manner, make oath that he is the President, and agent or attorney for said

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto. WITNESS, the hand and seal of said mortgagor.

Leonard Henderson (SEAL)

Helen M. Henderson (SEAL)

before me, the subscriber, a Notary Public of the

Charles A. Piper

James M. Froly Notary Public

in the year nineteen

To land A finally alty. Thoy & 419 54 TLED AND RECORDED APRIL 12, 1954 at 2:50 P.M. PURCHASE MONEY MORTGAGE: Chis Mortgage, Made this 12th April in the year Nineteen Hundred and Fifty Four , by and between Ruth M. Gibbs and William E. Gibbs, her husband, hereinefter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of _County, in the State of West Virginia part 198 of the first part, and THE NATIONAL BANK OF KRYSER, W.Va. a corporation, hereinafter called Mortgages, which expression shall include its

personal representatives, successors and assigns, where the context

BER 304 PAGE 51.

so requires or samit

of Mineral County, in the State of West Virginia.
part is of the second part, WITNESSETH:

Mortgages in the full and just sum of SIX THOUSAND (\$6,000.00)DOLLARS as evidenced by their promissory note of even date herewith, payable on demand after date with interest from date at the rate of Six (6) per centum per annum, and on the face of which note is the following:

"A minimum of \$50.00 and the interest to be paid on this note each month but notwithstanding the balance due on the note with interest may be called at any time".

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mortgagora

do hereby give, grant, bargain and seli, convey, release and confirm unto the said

The National Bank of Keyser, West Virginia, a corporation, its
successors
being and assigns, the following property, to-wit:

Walsh's Addition situated on the West aide of Virginia Avenue and as shown on theplat of Walsh's Addition to South Cumberland, Maryland, described as follows:

BEGINNING for the same at the end of the first line of Lot No. 506 of aaid Walsh's Addition and running thence with the West side of Virginia Avenue, North 28-1/4 degrees East 22 feet; thence at right angles to said Virginia Avenue and parallel to the Northerly line of Lot No. 506, North 61-3/4 degrees West 120 feet to an alley; thence with the East side of aaid alley, South 28-1/4 degrees West 22 feet to the Northerly line of aaid Lot No. 506, and with it, South 61-3/4 degrees East 120 feet to the point of HEGINNING.

Being the same real estate conveyed to Ruth M. Gibbs by deed from Gerald D. Boswell and Pluma A. Boswell, his wife, which deed is dated the 10th day of April, 1954 and is to be recorded smong the Land Records of Allegany County, Maryland prior to the recordation of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the mid Mortgagors

heirs, executors, administrators or assigns, do and shall pay to the said

Successors Secondary Manufer and form as hereinbefore provided, and the monthly payments as herein set forth. Together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Here it is Egreco that until default be made in the premises, the said Mortgagors, their heirs, personal representatives or asstums may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public items levied on said property, all which taxes, mortgage debt and interest thereon, the said Mortgagors mortgage debt and interest thereon, the said Mortgagors mere years occurred to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The National Bank of Keyser, Wost Virginia, a corporation, its personal representatives, successors, the same of the payment of the mortgage or so much therefore as may be necessary, and to grant and convey the same to the purchaser of perchaser thereof, his, her of their helivally constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby meaner of lowing to-wit: By giving at least twenty days notice of the time, place, manner and tensor of said in some newspaper published in Cumberland, Maryland, which said as shall be stoped and the proceeds arising from such said to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cest to the party selling or making said sale; secondly, to the payment of all moneys owing mader this mortgage, whether the same shall hav	Dollars, in manner and form as hereinbefore provided, and the monthly payments as herein set forth. together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Rnd it is Hgreed that until default be made in the premises, the said
monthly payments as horein set forth. together with the interest thereon, as and when the same shall become due and payable, and in together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Rind it is Highest that until default be made in the premises, the said Mortgagors, their heirs, personal representatives or assims may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public items levied on said property, all which taxes, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Notlonal Bank of Keyser, West Virginia, a corporation, its personal representa- tives, successors, heixusceetivan, administrators and assigns, or James H. Swadley, Jr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchas	monthly payments as herein set forth. together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Rnd it is Agreed that until default be made in the premises, the said
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. End it is Egreed that until default be made in the premises, the said Mortgagors, their heirs, personal representatives or assign, which are the said may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public items levied on said property, all which taxes, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Notional Bank of Keyser, Wost Virginia, a corporation, its personal representatives, successors, whisher or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Marjand, which said sale shall be a tyubic auction for cash, and the proceeds arising from such sale to apply first to the payment of all enpresses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Ruth M. Glibbs, or to -her heirs	together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Hand it is Harced that until default be made in the premises, the said
### Billing to the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. ### Billing to the their heirs, personal representatives or ### Mortgagors, their heirs, personal representatives or ### Mortgagors, their heirs, personal representatives or ### Mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Mortgagors ### Mortgagors Mortgagors ### Mortgagors Mortgagors ### Mortgagors #### Mortgagors #### Mortgagors #### Mortgagors #### Mortgagors ### Mortgagors #### Mortgagors #### Mortgagors #### Mortgagors #### Mortgagors #### Mortgagors ##### Mortgagors ##### Mortgagors ###################################	the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Hand it is Harced that until default be made in the premises, the said.
End it is Harced that until default be made in the premises, the said Mortgagors, their heirs, personal representatives or asstins	performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said.
Mortgagors, their heirs, personal representatives or assims	And it is Agreed that until default be made in the premises, the said
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public items levied on said property, upon paying in the meantime, all taxes, assessments and public items levied on said property, all which taxes, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors, which were therefare, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their helrs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, Including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing nader this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Ruth M. Gibbs, or to her hereby mortgaged land to the amount of at least personal representatives, helrs or assigns, and in case o	
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said	
the meantime, all taxes, assessments and public items levied on said property, all which taxes, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors, hear, successors, hear, successors, leading the said storney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing nnder this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Ruth M. Gibbs, or to her — heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, helrs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission assigns, the improvements on the hereby mortgaged land to the amount of at least	morogators, onerr nerrs, personal representatives or
mortgage debt and interest thereon, the said Mortgage relationship in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The National Bank of Keyser, Wost Virginia, a corporation, its personal represents at lives, successors, hebrayescentesusyadarinistances and assigns, or James H. Swadley, Jr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which said sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing ninder this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Ruth M. Gibbs, or to -her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgager Ruth M. Gibbs, or to -her heirs or assigns, heirs or assigns, and the mortgage and series of fires, its successors Further covenant to heart the benefit o	assims may hold and possess the aforesaid property, upon paying in
But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors, his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing nunder this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Ruth M. Gibbs, or to her here heirs or assigna, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, helrs or assigna, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgage or their personal representatives, successors and segment in the proceeding of the mortgage or said segments are processed as a case of fires, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, its successors before or assigna, to the	the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors, hebayexecutenaxaduminatements and assigns, or James H. Swadley, Jr., hebayexecutenaxaduminatements and assigns, or James H. Swadley, Jr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing nnder this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Ruth M. Gibbs, or to -her - heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgager. Their representatives, helrs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgage or their representatives, helrs or assigns, the improvements on the hereby mortgaged land to the amount of at least - Six Thous and - Dollars, in the	mortgage debt and interest thereon, the said Mortgagors
then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors, hetch. Swadley, Jr., hetch. Swa	But in case of default being made in promount of the
Bank of Keyser, West Virginia, a corporation, its personal representatives, successors, hetherseceuters are marked and assigns, or James H. Swadley, Jr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing nnder this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Ruth M. Gibbs, or to -her heirs or assigna, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, helrs or assigna. Had the said Mortgagors further covenant to masure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its personal representatives, successors and saigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, in the benefit of the mortgagee mortgage and or endorsed, as in case of fires, in the benefit of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	
heterasecontenessationisticators and assigns, or James H. Swadley, Jr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their helrs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Ruth M. Gibbs, or to -her - heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, helrs or assigns. End the said Mortgagors further covenant to nusure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or the presentatives, assigns, the improvements on the hereby mortgaged land to the amount of at least - Six Thousand - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, it is successors before or assigns, to the extent the benefit of the mortgagee of the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	and these presents are hereby declared to be made in trust, and the said The National
heterasecontenessationisticators and assigns, or James H. Swadley, Jr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their helrs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Ruth M. Gibbs, or to -her - heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, helrs or assigns. End the said Mortgagors further covenant to nusure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or the presentatives, assigns, the improvements on the hereby mortgaged land to the amount of at least - Six Thousand - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, it is successors before or assigns, to the extent the benefit of the mortgagee of the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	Bank of Keyser, West Virginia, a corporation, its personal represent
nis, ner or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing nnder this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Ruth M. Gibbs, or to -her — heirs or assigna, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. Had the said Mortgagors further covenant to nesure forthwith, and pending the existence of this mortgage, to keep insured by some insurance companies acceptable to the mortgage or its personal representatives, successors and assigns, the improvements on the hereby mortgaged land to the amount of at least — Six Thousand — Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, in the improvements on the hereby mortgaged land to the amount of a least in the extent its successors being or assigns, to the extent its successors being or assigns, to the extent its successors being or assigns, to the extent its successors being or the mortgage may effect said insurance and collect the premiums thereon with Interest as part of the mortgage debt.	helicaxeccontents, askutinisticators and assigns or James H. Swadley. Jr.
and to grant and convey the same to the purchaser or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing nnder this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Ruth M. Gibbs, or to -her - heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. their representatives, helrs or assigns. End the said Mortgagors further covenant to nsure forthwith, and pending the existence of this mortgage, to keep insured by some insurance companies acceptable to the mortgagee or its personal representatives, successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand - Dollars, its successors in to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, its successors in the mortgagee or assigns, to the extent its lien or claim hereunder, and to place such policy or olicies forthwith in possession of the mortgagee , or the mortgage may effect said insurance and collect the premiums thereon with Interest as part of the mortgage debt.	nis, her or their duly constituted attorney or egent, and horship and
Ruth M. Gibbs, or to her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, helrs or assigns. Hand the said Mortgagors further covenant to nature forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its personal representatives, successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, its successors interest in or claim hereunder, and to place such policy or olicies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party seiling or making said sale; secondly, to the payment of all moneys owing nuder this mortgage, whether the same shall have been then
shall be allowed and paid by the mortgagor. their representatives, helrs or assigns. End the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its personal representatives, successors and saigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, insure to the benefit of the mortgagee is successors insure to the benefit of the mortgagee in the mortgagee may effect said insurance and collect the premiums thereon with Interest as part of the mortgage debt.	matured or not; and as to the balance, to pay it over to the said
shall be allowed and paid by the mortgagor. their representatives, helrs or assigns. End the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its personal representatives, successors and saigns, the improvements on the hereby mortgaged land to the amount of at least —— Six Thousand ————————————————————————————————————	in case of education and ed
further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or	shall be allowed and paid by the mortgagor their representatives, helrs or assigns.
further covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or	
company or companies acceptable to the mortgagee or	
ompany or companies acceptable to the mortgagee or	nsure forthwith, and pending the existence of this mortage A. h.
nd to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, inure to the benefit of the mortgagee the successors its successors lies or assigns, to the extent its lies or claim hereunder, and to place such policy or blicies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt	ompany or companies acceptable to the mortgagee or the personal representatives,
into cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, inure to the benefit of the mortgagee the successors its successors its or assigns, to the extent its the policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt	Six Thousand -
inure to the benefit of the mortgagee heirs or assigns, to the extent 1ts heirs or a	Dollars,
its lien or claim hereunder, and to place such policy or elicies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt	inure to the banefit of the most
officies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt	1+ a
decorrect the premiums thereon with interest as part of the mortgage debt	dicies forthwith in possession of the mortgagee or the mortgage was affect with
	ad collect the premiums thereon with Interest as part of the mortgage debt.
, and stand scal of said mortgagor	Hitness, the hand and seal of sald mortgagor
ttest:	
Ruth m Sills [SEAL]	of the state of
William E. Gibbs [SEAL]	SEAL)
THE NATIONAL BANK OF KEYSER WEST VA	Ruth M. Gibbs
[SEAL]	Ruth M. Gibbs [SEAL] William E. Gibbs [SEAL]
P.J. Davis, Executive Vile President.	Ruth M. Gibbs [SEAL] William E. Gibbs [SEAL] THE NATIONAL BANK OF KEYSER, WEST VA., a corp

State of Mest Virginia Mineral Attenung County, to-wit:

I hereby certify, That on this 12 Th

in the year nineteen Hundred and Fifty____ Four

..., before me, the subscriber,

a'Notary Public of the State of Maryland, in and for said County, personally appeared Ruth M. Gibbs and William E.Gibbs, her husband, whose names are signed to the mortgage hereto sitached, and being the within named Mortgagors,

acknowledged the aforegoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared P. J. Davis, Executive Vice President of the National Bank of Keyser, West

the within named mortgagee, and made oath in due form of law, that the consideration in said WITTESS my hand and Notarial Seal the day and year aforesaid.

Erma I. Johnston

FILED AND RECORDED APRIL 12, 1954 at 2:40 P.M.

This Marigage, made this -10th day of April

, in the

year Nineteen Hundred and fifty-four , by and between

George A. Boch and Frances I. Boch, his wife,

hereinafter called Mortgagor g , which the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee , which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgages in the full sum of Seven Thousand (\$7,000.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five (5%) per centum per annum is payable three years after date hereof. The said Mortgagors hereby covenant and agree to sake payments of not less than Seventy-Five (\$75.00) Dollars each

UBER 304 PAGE 54

month on account of the principal indebtedness and interest as stated, the interest to be computed semi-annually said and deducted from said payments, and the bal at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebted-

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE

NOW, THEREFORE, this deed of mortgage witnesseth that, In consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgager s do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those lots or parcels of ground situated on the North side of Beall Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 7, 8 and part of 9, of Block No. 6, of Rose Hill Addition to Cumberland, and particularly described as follows. to-wit:

BEGINNING for the same at the intersection of the South side of Patterson Avenue with the North side of Beall Street, and running then with the North side of Beall Street, South 82 degrees 35 minutes East 131-1/10 feet, then North 7 degrees 25 minutes East 95 feet to an alley 12 feet wide, and with it, North 82 degrees 35 minutes West 23-1/10 feet to the intersection of said alley, with the South side of Patterson Avenue, then with said Avenue, South 57 degrees West 131½ feet, and still with said Avenue, South 46 degrees 40 minutes West 13-7/10 feet to the beginning. feet, and still with said Aven 13-7/10 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors byAmbrose Joseph Burkey and Mary Burkey Minke, Executors, by deed dated the Joy day of April, 1954, and to be duly filed for record among the Land Rebords of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor g may y the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee

The proceeds arising from such saie shall be applied: first, to the payment of all expenses incident the proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor g. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor g. to the person advertising.

AND the said Mortgagor g further convenant to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least

Seven Thousand (\$7,000.00)

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee ; and to pay the premium or premiums for said insurance when due.

Attest:

1 20 1

(SEAL)

UBER 3()4 PAGE 55

Total Page 1

I hereby certify that on this	
-24, before me, the subscriber, a Notany Public	
and for said County, personally appeared. George A Book	
n, Doch and Prances T	
e within named Mortgagor s , and acknowledged the foregoing mortgage to be their	
and deed. And at the same time, before me, also personally appeared W. Wallace McKaig.	
form of law-that the worldden in the within named Mortgagee and made outh in	
oath in	
WITNES my hand and Notarial Seal the day and year last above written.	
6-67	
Burger Augher	
T ubile	
137 64 5 1	
rity but	
FILED AND RECORDED APRIL 13, 1954 at 8:40 A.M.	
FILED AND RECORDED APRIL 13, 1954 at 8:40 A.M.	0 S.
his Morigage, Made this 12th day of April	27 S
THE AND RECORDED APRIL 13, 1954 at 8:40 A.M. THE MAPTINET, Made this 12th day of April the year Nineteen Hundred and Pitty Roun	
the year Nineteen Hundred and Fifty Four by and between	east 1
THE AND RECORDED APRIL 13, 1954 at 8:40 A.M. THE MAPTINET, Made this 12th day of April the year Nineteen Hundred and Pitty Roun	£ 1
the year Nineteen Hundred and Fifty Four by and between	O. Land
the year Nineteen Hundred and Fifty Four by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife,	
his Marinage, Made this 12th day of April the year Nineteen Hundred and Fifty Four by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife, Allegany County, in the State of Maryland	
the year Nineteen Hundred and Fifty Four by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife,	
his Marinage, Made this 12th day of April the year Nineteen Hundred and Fifty Four by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife, Allegany County, in the State of Maryland	OF THE PROPERTY OF THE PROPERT
the year Nineteen Hundred and Fifty Four by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife, Allegany County, in the State of Maryland	
his Marinage, Made this 12th day of April the year Nineteen Hundred and Fifty Four by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife, Allegany County, in the State of Maryland	STATE OF THE PARTY
the year Nineteen Hundred and Fifty Four by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife, Allegany County, in the State of Maryland GEORGE F. HAZELWOOD	
THEO AND RECORDED APRIL 13, 1954 at 8:40 A.M. THE MATTINETS, Made this 12th day of April the year Nineteen Hundred and Fifty. Four by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife, Allegany County, in the State of Maryland GEORGE F. HAZELWOOD	
THEO AND RECORDED APRIL 13, 1954 at 8:40 A.M. THE MATTINETS, Made this 12th day of April the year Nineteen Hundred and Fifty. Four by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife, Allegany County, in the State of Maryland GEORGE F. HAZELWOOD Allegany County, in the State of Maryland	
THEO AND RECORDED APRIL 13, 1954 at 8:40 A.M. THE MATTINETS, Made this 12th day of April the year Nineteen Hundred and Fifty. Four by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife, Allegany County, in the State of Maryland GEORGE F. HAZELWOOD	THE STATE OF THE S
THEO AND RECORDED APRIL 13, 1954 at 8:40 A.M. THE MOTINARY, Made this 12th day of April the year Nineteen Hundred and Fifty Four , by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife, Allegany County, in the State of Maryland ies of the first part, and GEORGE F. HAZELWOOD County, in the State of Maryland J. Of the second part, WITNESSETH:	
The year Nineteen Hundred and Fifty Four by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife, Allegany County, in the State of Maryland GEORGE F. HAZELWOOD Allegany County, in the State of Maryland GEORGE F. HAZELWOOD	
Allegany County, in the State of Maryland	
Allegany County, in the State of Maryland	
Allegany GEORGE F. HAZELWOOD County, in the State of Maryland GEORGE F. HAZELWOOD County, in the State of Maryland GEORGE F. HAZELWOOD County, in the State of Maryland GEORGE F. HAZELWOOD Allegany County, in the State of Maryland GEORGE F. HAZELWOOD The second part, WITNESSETH: County in the State of Maryland The second part in full and just sum of Twenty-Five Hundred to Driving and the parties of the first part.	
Allegany County, in the State of Maryland GEORGE F. HAZELWOOD County, in the State of Maryland GEORGE F. HAZELWOOD County, in the State of Maryland GEORGE F. HAZELWOOD Allegany County, in the State of Maryland GEORGE F. HAZELWOOD County, in the State of Maryland GEORGE F. HAZELWOOD County, in the State of Maryland The second part, WITNESSETH: County, in the State of Maryland The second part in full and just sum of Twenty-Five Hundred to principal sum is to be repaid in payments of not less than County in the State of Twenty-Five Hundred to principal sum is to be repaid in payments of not less than	
Allegany County, in the State of Maryland GEORGE F. HAZELWOOD County in the State of Maryland GEORGE F. HAZELWOOD County in the State of Maryland GEORGE F. HAZELWOOD Allegany County in the State of Maryland GEORGE F. HAZELWOOD Allegany County in the State of Maryland GEORGE F. HAZELWOOD Allegany County in the State of Maryland The second part, WITNESSETH: County in the State of Twenty-Five Hundred the partices of the first part, p	
Allegany County, in the State of Maryland GEORGE F. HAZELWOOD County in the State of Maryland GEORGE F. HAZELWOOD County in the State of Maryland GEORGE F. HAZELWOOD Allegany County in the State of Maryland GEORGE F. HAZELWOOD Allegany County in the State of Maryland GEORGE F. HAZELWOOD Allegany County in the State of Maryland The second part, WITNESSETH: County in the State of Twenty-Five Hundred the partices of the first part, p	
Allegany County, in the State of Maryland GEORGE F. HAZELWOOD County, in the State of Maryland GEORGE F. HAZELWOOD County, in the State of Maryland GEORGE F. HAZELWOOD Allegany County, in the State of Maryland GEORGE F. HAZELWOOD County, in the State of Maryland GEORGE F. HAZELWOOD County, in the State of Maryland The second part, WITNESSETH: County, in the State of Maryland The second part in full and just sum of Twenty-Five Hundred to principal sum is to be repaid in payments of not less than County in the State of Twenty-Five Hundred to principal sum is to be repaid in payments of not less than	

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

de

give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, his

heirs and assigns, the following property, to-wit:

First: ALL that lot of ground situated on Calvin Street, in the City of Sumberland, Allegany County, Maryland, and being the same property which was conveyed to the parties of the first part by Anna Frost by deed dated October 17, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 211, folio 654.

Second: ALL that lot of ground situated on Frost Avenue, in the City of Cumberland, Allegany County, Maryland, and being the same property which was conveyed to the parties of the first part by Harry F. Klavuhn, et ux., by deed dated July 24, 1948, and recorded among said Land Records in Liber No. 221, folio 482.

Third: ALL that lot of ground lying on the Southeasterly side of Yale Street, in the City of Cumberland, Allegany County, Maryland, and being the same property which was conveyed to the parties of the first part by Frank W. Whitman, et ux., by deed dated May 31, 1951, and recorded among said Land Records in Liber No. 234, folio 133.

Reference to all of which deeds is hereby made for a more particular description of said lands by metes and bounds.

Also all their right, title and interest in and to an unnamed 12-ft. Alley which was conveyed to the parties of the first part by the following grantors and deeds:

- (a) Mayor and City Council of Cumberland, Maryland, to Frank W. Whitman, et ux., by deed dated April 4, 1950, and recorded among said Land Records in Liber No. 228, folio 449.
- (b) Frank W. Whitman, et ux. to the parties of the first part by deed dated March 23, 1950, and recorded among said Land Records in Liber No. 228, folio 450.
- (c) Mayor and City Council of Cumberland, Maryland, to the parties of the first part by deed dated April 4, 1950, and recorded among said Land Records in Liber No. 228, folio 455.

Subject, however, to certain rights and use of said Alley in an Agreement between the parties of the first part and Ralph E. Klavuhn, et ux., dated August 5, 1952, and recorded in Liber No.243 folio 96 of said Land Records.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, t	hat if the said parties of the f	irst part
their	heirs, executors, administrators or assigns	s, do and shall pay to the said
party of the	second part, his	
executor , administra	ator or assigns, the aforesaid sum of	:

Twenty-five Hundred (\$2,500.00) Dollars

together with the interest thereon; as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

UBER 304 PAGE 57

to tigreto that until default be	made in the premises, the said
parties of the first part	
may hold and	possess the aforesaid property, upon paying in
the meantime, ail taxes, assessments and public lie	ens levied on said property, aii which tower
mortgage debt and interest thereon, the said	
parties of the first part	
hereby covenant to pay when legally demandable.	
But in case of default being made in payment terest thereon, in whole or in part, or in any agree then the entire mortgage debt intended to be hereb	of the mortgage debt aforesaid, or of the in- ment, covenant or condition of this mortgage, y secured shall at once become due and payable,
and these presents are hereby declared to be made	in trust, and the said
party of the second part, his	
heirs, executors, administrators and assigns, or <u>Wi</u> his, her or their duly constituted attorney or agent, at time thereafter, to sell the property hereby mortgal and to grant and convey the same to the purchaser or assigns; which sale shall be made in manner for days' notice of the time, place, manner and terms of berland. Maryland, which said sale shall be at public from such sale to apply first to the payment of all taxes levied, and a commission of eight per cent. to to the payment of all moneys owing under this more	are hereby authorized and empowered, at any ged or so much therof as may be necessary, or purchasers thereof, his, her or their heirs llowing to-wit: By giving at least twenty sale in some newspaper published in Cumauction for cash, and the proceeds arising expenses incident to such sale, including all
matured or not; and as to the balance, to pay it ove	r to the said
parties of the first part, their	halman
in case of advertisement under the above power but	no sale, one-half of the shows committee
shall be allowed and paid by the mortgagor s, the	representatives heirs or assigns
insure forthwith, and pending the existence of this m	further covenant to
Company or companies acceptable to the mortgagee	or his heirs or
assigns, the improvements on the hereby mortgaged	and to the amount of at least
Twenty-five Hundred (\$2,500.00)	lollow.
and to cause the policy or policles issued therefor to	be so framed or endorsed, as in case of fires.
to inure to the benefit of the mortgagee , hi	heirs or assigns, to the extent
of his or their lien or c	laim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , o and collect the premiums thereon with interest as pa	r the mortgagee may effect said insurance
Witness, the hand and seal of said mortgago	rs.
Attest: Mahl B	21.10
Makel Borr Egg	age D Weler [SEAL]
- Me to total on	arguet V. Woler [SEAL]
State ot Maryland,	arek v. Weber
Allegany County, to-wit:	
I hereby certify, That on this 12th	day of April
in the year nineteen Hundred and Fifty -Four	
a Notary Public of the State of Maryland, in and for m	, before me, the subscriber,
Eugene D. Weber and Margar	et V. Weber, his wife
	N. AND SHOOT MANUFACTURES, PRINTED BY THE
and each acknowledged the aforegoing mortgag	to be their respective
act and deed; and at the same time before me also nerve	WORLD SERVICE THE RESIDENCE OF THE PARTY OF

George F. Hazelwood

the within mamed mortgagee, and made oath in due form of law, that the consideration in said mortage a space and bona fide as therein set for forth,

OTARL

> * C

OWNERS my hand and Notarial Seal the day and year aforesaid.

Mary Public.

CONTRACT.

FILED AND RECORDED APRIL 13, 1954 at 12:45 P.M.

This Martanes
This Marinage, Made this 12 TN day of APRIL in the year Nineteen Hundred and Nucley Fifty-four by and between
George E. Spain and Goldie R. Spais, his wife,
of Allegany County, in the State of Maryland
part 198 of the first part, hereinafter called mortgager a and Pilet W
Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:
Whereas, the said morterous built
Twenty-alx Hundrad & 00/100 (\$2600.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the date of 52 per cent. per annum, in the manner following:
By the payment of Twenty-two & 23/100 (\$22.23) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the morigagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.
Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand aid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, slease and confirm unto the said mortgagors do give, grant bargain and sell, convey, as described property, to-wit:
All that percel of ground situated in the rear of the

П

П

property upon which now stands Frame House No. 727 Fayette Street in the City of Cumberland, Allegany County, State of Maryland, which is more particularly described by metes and bounds, as follows, to-wit:

Beginning fer the same at an iron pin driven in the ground standing South 75 degrees 24 minutes East 36.5 feet from the southeasterly corner of the Stucco Hollow Tile Foundation of the Frame House which now stands on the parcel of land hereby intended to be conveyed, said House also standing in the rear of Frame House No. 727 Fayette Street, and running then North 41 degrees 7 minutes West 423.83 feet to an iron pin standing at the foot of an old fence post and running then along the line of an eld original fence, (which is defined by the original posts still standing) South 50 degrees 42 minutes West 136.07 feet to the line of an old original fence and to an iron pin driven in the ground, then along the line of the fence which originally defined the westerly boundary of the property herein described, South 41 degrees 17 minutes East 426 feet to an iron pin driven in the ground, then North 50 degrees 12 minutes Fast 134.7 feet to the place of beginning. All courses of this description refer to the True Meridian and all distances are horizontal.

Including a right-of-way for a driveway for motor vehicles sleng the easterly boundary of the property in front of the within conveyed property for purposes of ingress and egrese, and also an easement for sewer, water, or gas lines through said right-of-way to the within conveyed property:

Excluding, however, the small parcel of ground which was conveyed by the partice of the first part to Charles F. Rece et ux dated October 22, 1947, which is recorded in Liber 217, folio 678 one of the Land Records of Allegany County, Maryland.

Being a part of the preperty which was conveyed unto the parties of the first part by deed of John A. Rice dated September 6, 1946, which is recorded in Liber 211, felio 129 one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor • covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor e hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite. Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the irpart to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or Gaorge W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to nevit court the call more than the same shall have then matured or not; and as to the balance, to nevit court the call more than the

have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, heirs or assigns.

And the said mortgagor, s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-six Hundred & 00/100 - - (\$2600.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all lieu. for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governments way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor's written consent, or should the same be encumbered by the mortgagor's . The ir

the mortgagee's written consent, or should the same be encumbered by the mortgager s, their, heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withens, the handland seal of the said mortgagore.

Attest:

1 20 1

George E. Spein

Goldie R. Speis (SEA)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 12TH day of APRIL in the year nineteen hundred and many Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Speis and Geldie R. Speis, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be the 1r act and deed; and at the same time before me also personally appeared Gaorge W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

ESS no hand and Notarial Seal the day and year aforesaid.

Notary Public

FILED AND RECORDED APRIL 13, 1954 at 2:50 P.M.

This Mortgage, Made this ____ 12-56 ___ day of

April.

in the year nineteen hundred and Fifty Pour,

by and between

Douglas S. May and Hazel W. May, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Two Thousand Four Hundred (\$2,100.00) Dollars, for which they have given their promissory note of even date, payable on or before three years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than \$35.00, each monthly payment to be applied first to interest and balance to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to accure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigna, the following property, to-wit: All that lot or parcel of ground situate, lying, and being in the City of Cumberland, Allegany County, Maryland, known and distinguished as Lot No. 10 of Section J in The Cumberland Improvement Company's Northern Addition to Cumberland, and more particularly described as follows, to-wit:

Beginning at a point on the Northern line of Sylvan Avenue, it being the end of the first line of Lot No. 9, Section J, and running thence with said Avenue, North 68-3/4 degrees West 50 feet; then at right angles to said Avenue,

North 21-1/4 degrees East 166-1/4 feet to the first line of the tract called "The Resurvey on Enterprise"; thence with said line reversed, South 60-1/2 degrees East 45-1/2 feet to a stone marked "S.C." planted at the beginning of said tract (see proceedings in No. 3,591 Equity in the Circuit Court for Allegany County), and being also the beginning of the deed from John Kimberly of M to George P. Schultz, dated the 10th day of November, 1817, (Liber J, folio 408); thence with part of the first line thereof, South 70-1/2 degrees East 5 feet to the end of the second line of said Lot No. 9; thence with said second line reversed, South 21-1/4 degrees West 159-3/4 feet to the beginning.

Being the same property conveyed to Douglas S. May and Hazel N. May, his wife, by Annie Elizabeth Schade in two deeds, one dated May 13, 1950, and recorded in Liber No. 229, folio 99, one of the Land Records of Allegany County, Maryland, the other, a confirmatory deed, dated December 7, 1950, and recorded in Liber No. 232, folio 202, one of said Land Records. Reference to said deeds is hereby made for a further description.

On hour and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Frostles, that if the said Mortgagors , its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of — — Two Thousand Four Hundred (\$2,100.00)— — dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

- 1 A

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any ilen, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shail not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage. then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shail at once become due and payable, and these presents are hereby deciared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such saie, including taxes, insurance premiums and a commission of eight per cent. to the party seiling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, ber or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, ber or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least————Two Thousand Four Hundred (\$2,\$\loo_000)=——— dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or clajm hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

Ш

Helland W. Dullet.

Dauglas S. May

(SEAL)

State of Maryland, Allegany County, to-wit:

-12th -3 hereby Certify, that on this day of April, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Douglas S. May and Hazel M. May, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mort-Cashier of gagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written. William Q. Sudley Notary Public

Compared and Majest Tecces To Matgee Cety

FILED AND RECORDED APRIL 13, 1954 at 2:55 P.M.
PURCHASE MONEY MORTGAGE

PURCHASE MONEY

This Mortgage, Made this 13 4 day of agree in the year Nineteen Hundred and Fifty-Lour

GEORGE C. SCHOENADEL and VIVIAN H. SCHOENADEL, his wife,

County, in the State of Maryland

parties of the first part, and THE SECOND NATIONAL BARK of CUMBERLAND, a national banking corporation, with its principal place of business in Cumberland,

xan in Allegany

1 20

County, in the State of Maryland

, by and between

part inn of the second part, WITNESSETH:

Said party of the second part in the full and just sum of SEVEN HUNDRI (\$700.00) DOLLARS, with interest at the rate of Five (5%) percent per

annum, computed computed monthly on the unpaid balances, said indebtedness to be amortized by the payment of at least Thirty (\$30.75) bolla's and seventy-five cents per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the entire principal together with the interest accruing thereon is paid in full, said monthly payments being first applied to the accrued interest and the balance to the principal, to secure which said indebtedness, principal and interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof, in sums not less than the amount of one installment.

П

I

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, their successors.

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated on the southwesterly side of North Senter Street. In the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot Number Fourteen, in Beall's First Addition to Cumberland, and particularly described as follows, to wit:

BEGINNING for the same on the southwesterly side of North ter Street at the end of thirty feet on the first line of said whole lot Number Fourteen, and running thence with said side of North Center Street, North sixty-five degrees West thirty-six feet to a standing on the easterly side of White Oak Alley, then with said alley, South 24 & degrees West 94 feet, then South 60 degrees to Charles M: Pferdeort by Christina Hannell, by deed dated March 30, 1901, and recorded in Liber No. 89, folio 274, of the Land Fecords of Allegany County, and running thence with the fourth line of said lot,

South sixty-five degrees East to the place of beginning.

IT BEING the same property conveyed unto the parties of the first part by Helene Angela Noon by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shail pay to the sai
executor , administrator or assigns, the aforesaid sum of SEVEN HUNDFED (\$700.00)
DOLLARS, together with the interest thereon, as and when the same shall become due and payable, and i
the meantime do and shail perform all the covenants herein on their part to b
performed, then this mortgage shall be void.
and it is agreed that until default be made in the premises, the said.
parties of the first part
may hold and possess the aforesaid property, upon paying it
the meantime, all taxes, assessments and public liens levied on said property, all which taxes

mortgage debt and interest thereon, the said parties of the first part

UBER 304 PAGE 66

hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Secord Mational Bank of Cumberland, its successors, heirs, executors, administrators and assigns, or ... Peter J. Carpenti his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heira or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. parties of the first par , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. End the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or. 1ts successors or assigns, the improvements on the hereby mortgaged land to the amount of at least SEVEN HUNDERD (\$700.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , 1ts successors ... xizerx or assigns, to the extent their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Witness, the hand and seal of said mortgagors on the day and year first above written. Angelo A Me Chu Vivian H. Schoenadel State of Maryland. Allegany County, to-mit: I hereby certify, That on this 13 at day of agail in the year nineteen Hundred and Fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared George C. Schoenadel and Vivian H. Schoenadel, his wife and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Vice-President and sgent, duly authorized for such purposes, of the aforesaid The Second National Bank of Cumberland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year afore

1 201

LIBER 304 PAGE 67

To Least Legge atty 2 ty

FILED AND RECORDED APRIL 14, 1954 at 1:55 P.M.

П

п

Ш

This Mortgage, Made this 13TH day of APRIL in the
year Nineteen Hundred and Enty Fifty-four by and between
Paul L. Bennett and Florence G. Bennett, his wife, and Eliza V. Bennett, widow,
of Allegany County, in the State of Maryland
part 168 of the first part, hereinafter called mortgagors , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH: Whereas, the said mortgagee has this day loaned to the said mortgagors , the sum of
Twelve Hundred Fifty & 00/100 (\$1250.00) = Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the matter of 6 per cent. per annum, in the manner following:
By the payment of Thirteen & 88/100 (\$13.88) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that tract, piece and parcel of land lying in Election District No. 2, Allegany County, Maryland, described as follows, to-wit:

Being part of a tract of land called "Two Taverna" which was conveyed to J. B. Hoyt & Co., June 18, 1875, beginning for the part of said whole tract hereby conveyed at the beginning trees of a tract of land called "Freedom Extended," resurveyed for Sylvanus Bennett May 31, 1832, and running then with the given line thereof South 47 1/2 degrees West 35 perches; then South 53 1/4 degrees East 38 perches to a bounded white oak and chestnut oak near the top of Green Ridge, and on the west side thereof, and to the 11th line of the whole tract aforesaid, called "Two Taverans" then with said 11th line reversed, as corrected to calls, North 37 degrees East 173 perches to the Maryland and Pennsylvanis State Line, and with said state line as corrected by magnetic variation, North 86 1/2 degrees West 190 perches to intersect a line drawn North 34 degrees West from the beginning, containing 78 scres of land, more or less, it being the same tract and parcel of land conveyed by and described in a deed from John Poole and wife to the said Thornton Poole, said

deed bearing date the 5th day of March, 1919, and recorded in Liber No. 127, felio 263 one of the Land Records of Allegany County, ... Maryland.

Being the same property which was conveyed unto Paul

L. Bennett and Florence G. Bennett, his wife, by deed of Eliza V.

Bennett, widow, dated February 24, 1950, recorded in Liber 228, felie

152 one of the Land Records of Allegany County, Maryland, the said

Eliza V. Bennett having retained a life estate in property, written
in the aforesaid deed, together with the privilege of making her
home on the herein described premises during the remainder of her
natural life.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On have and in hald the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agrred that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and pald by the mortgagors, their representatives, heira or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Tyelve Bundred Fifty & 00/100 - -(\$1250.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, ita successors and assigns, all rents, issues and profits accruing or falling due from said premises after defauit under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such defauit, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as foliows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all iawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all ilens for public improvements within ninety days after the same shail become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this hereby secured, and the mortgagee may, without notice, institute proceedings to foreciose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagee's written consent, or should the same be encumbered by the mortgagors, their

the mortgagee's written consent, or should the same be encumbered by the mortgagors their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

mitness, the handsand seasof the said mortgagors.

Attest:

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 1374 day of APRIL

in the year nineteen hundred and 2025 Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul L. Bennett and Florence G. Bennett, his wife, and Eliza V. Bennett, widow,

Bennett

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared. George W. Legge.

Attorney and agent for the within named mortgagee and made oath is due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

100

LIBER 304 PAGE 70

FILED AND RECORDED APRIL 14, 1954 at 1:55 P.M.
This Mortgage, Made this 13TN day of APRIL in the
year Nineteen Hundred and Traty Fifty-four by and between
Maurice B. Early and Ruth E. Early, his wife,
•
of Allegany County, in the State of Maryland
part 168 of the first part, hereinafter called mortgagor 8 , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee
WITNESSETH:
the bereas, the said mortgages has this day bened to the said mortgages

d to the said mortgagor s , the sum of Seventy-ene Hundred Seventy-five & 00/100 - - (\$7175.00) - - Dollars, which said sum the mortgagor s to repay in installments with interest thereon from agree

the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty-six & 75/100 - - (\$56.75) - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whoie of said principal sum and interest shall be paid, which interest shall be computed by the caiendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premlums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagore do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property to wit. ing described property, to-wit:

All that lot or parcel of ground situated east of the Oldtown Road about 12 miles south of the City of Cumberland, Allegeny County, Maryland, which said parcel is more particularly described as fellows, to-wit:

Beginning for the same at a locust stake etanding on the seventh line of the whole property of which this is a part as cenveyed by John C. Cage et ux to Maurice B. Early et ux by deed dated April 4, 1946, which is recorded in Liber 208, folice 88, one of the Land Recorde of Allegany County, Maryland, said stake also stands North 61 degrees 4 minutes West 60.5 feet from the southwest corner of the dwelling eituated on the adjoining property formerly owner by the said Maurice B. Early et ux, and North 64 degrees 31 minutes West 52.5 feet from the northwest corner of the said dwelling, and running then across the said whele property South 2 degrees 41 minutes West 177.1 feet to a locust stake standing on the north side of a lane and also on the third line of the aferementioned Maurice B. Early whole property, then reversing the lines of the said Maurice B. Early deed as surveyed in 1946 and the original corners and with the north side of the said lane North 86 degrees 29 minutes West 110.7 feet to a stake at the gate poet, then leaving the said lane North 5 degrees 33 minutes West 96.8 feet to an angle iron, then North 5 degrees 33 minutes West 96.8 feet to an angle iron, then North 5 degrees 33 minutes West 96.8 feet to an iron etake at the beginning of the aferementioned whole property, and then South 87 degrees 23 minutes East 121.5 feet to the beginning, Centaining, 47 of an acre, more or less.

Excepting a 12 foot right of way ever the property herein described at its eouthern end as an outlet from that property previously conveyed by Maurice B. Early et ux to Dallae W. Hite by deed dated July 1, 1953, which is recorded in Liber 251, folio 175, one of the Land Records of Allegany County, Maryland, to the right of way granted by Joseph Polleck et ux to John C. Cage et ux by deed dated April 13, 1940, which is recorded in Liber 186, folio 271, one of the Land Records of Allegany County, Maryland, as an





outlet from the said Dallas W. Hite property and the property herein described to the Oldtown Road.

Being part of the property which was conveyed by John C. Cage et ux to Maurice B. Early et ux by daed datad April 4, 1946, which is recorded in Liber No. 208, felio 88, one of the Land Records of Allegany County, Maryland.

Also including that certain right of way which is more fully described in a deed from Joseph Pollock et ux to John C. Cage et ux dated April 13, 1940, which is racerded in Liber 186, folio 271, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this Indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this Indebtedness.

The Mortgagors covenant to maintain all bulldings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of sald property shall be maintained.

I

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is Improved as herein stated and that a perfect fee simple title is conveyed herein free of all llens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

TOGCTDCT with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ortheir part to be performed, then this mortgage shall be void.

Bild it is Bgreed that until default be made in the premises, the sald mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxee, assessments and mortgagor energy hereby covenant to pay when legally demandable.

But In case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or In any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald mortgagee, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor e, their representatives, heirs or assigns.

Bito the said mortgages, further covenant to incure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least fleventy—and flundred Saventy—five & 00/100 = = Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Eind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgage, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all govern-

mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors.

the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Maurice B. Early

Lith E. Boarly (SEAL)

State of Maryland. Allegany County, to-wit:

1 20

I hereby certify, That on this 1374 day of APRIL

in the year nineteen hundred and **EXELY FIFTY-four**, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Maurice B. Early and Ruth E. Early, his wife,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Lagge.

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

SS my hand and Notarial Seal the day and year aforesald.

Notary Public

LIBER 304 PAGE 73

To his she Logge arey 3 ty

FILED AND RECORDED APRIL 14, 1954 at 1:55 P.M. PURCHASE MONEY

year Nineteen Hundred	and Rossy Fifty-four by and between
Негиа	L. Douthitt and Ella J. Douthitt, his wife,
part 108 of the first p	Allegany County, in the State of Maryland part, hereinafter called mortgagor s , and First Federal Savings and Loan
America, of Allegany (and, a body corporate, incorporated under the laws of the United States of county, Maryland, party of the second part, hereinafter called mortgagee.

Whereas, the said mortgages has this day loaned to the said mortgagors, the sum of Nine Handred Fifty & 00/100 - - - - (\$950.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the date of 51 per cent. per annum, in the manner following:

By the payment of **Eighteen & 14/100** - - - (\$18.14) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and seil, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All these lots, pieces or parcels of ground lying and being on the southeasterly side of McKay Place, known and designated as Lets Nos. 177 and 178 in Cresap Park Addition, Cresaptown, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, felio 10 one of the Plat Records of Allegany County, Maryland, which said lets are more particularly described as a whole as follows, to-wit:

Beginning for the same on the southeasterly side of McKey Place at the end of the first line of Lot No. 176 in said addition, and running then with McKey Place North 59 degrees East 85 feet, then South 31 degrees East 175 feet to a 10 feet alley, then with said sliey South 59 degrees West 85 feet to the end of the second line of said Lot No. 176 and then reversing said second line North 31 degrees West 175 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Leslie B. Shirley and Alice E. Shirley, his wife, of even date, which is intended to be recorded among the Lend Records of Allegany County, Maryland, Simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do

covenant that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un have and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the halonce to you it course the contract of the same shall have then matured or not; and as to the halonce to you it course the college, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power hut no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Nine Hundred Fifty & 00/100 - - (\$950.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

At b the sald mortgagors , as additional security for the payment of the indehtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions nerein set forth.

In consideration of the premises the mortgagor a , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property, or any part thereof, and upon the fallure of the demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this hereby secured, and at the option of the mortgagee, immediately mature the entire principal and interest mortgage, and apply for the appointment of a receiver, as hereinafter provided; (8) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said

111

UBER 304 PAGE 75

premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor 8 , by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the payment of any monthly installments, as herein provided, shall have continued for thirty consecutive days.

Withres, the handsand seasof the said mortgagors.

Attest:

Herman L. Douthitt (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 137N day of APRIL

in the year nineteen hundred and fortyk Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Rerman L. Douthitt and Ella J. Douthitt, his wife,

the said mortgagor g herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared. George W. Legge. Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

THESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

FILED AND RECORDED APRIL 14, 1954 at 2:50 P.M.

This	Mortgage,	Mad	le thia 134h day o	of April
in the yes	ur Nineteen Hundred	and		by and between

THEODORE NINES and BETTY L. NINES, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and THR FIRST NATIONAL BANK OF CUMBERIAND,
a national banking corporation, having its principal office in
Cumberland,



Part y of the second part, WITNESSETH:

UNDERGRS, the parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of KLEVEN HUNDRED DOLLARS (\$1,100.00) with interest from date at the rate of six per cent (6%) per annum, which said sum the parties of the first part covenant and agree to pay in equal monthly installments of TWENTY FIVE DOLLARS and EIGHT FOUR CENTS (\$25.84) on account interest and principal, beginning on the 15th day of Manager until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of the principal of the mortgage indebtedness.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the will and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage

indebtedness and not exceeding in the aggregate the sum of Five Rundred Dollars (\$500.00), and not to be made in an amount which would cause the principal indebtedness to exceed the original amount thereof

and to be used for paying the coat of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, release, convey and confirm unto the said party of the second part, its successors and assigns, the following property, to wit:

All that certain lot, piece or parcel of land situate, lying and being along the westerly eide of Ford Avenue, in the City of Cumberland, Allegany County, Maryland, and being a part of Walsh's Addition to South Cumberland, and being described by metes and bounds and courses and distances as follows, to wit:

BEGINNING for the same at a point slong the Westerly side of said Ford Avenue distant 238 feet measured in a Northerly direction along the Westerly side of said Ford Avenue from the end of

1 44 V

the first line of Lot Number One, which was conveyed by August Frost et ux to Earl F. Bridges et ux by deed dated April 10, 1924, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 146, folio 601, and sunning thence with the Westerly side of said Ford Avenue, North 18 degrees 45 minutes East 41 feet to the Southerly side of Orlando Street; thence with the Southerly side of said Orlando Street and at right angles to Ford Avenue, North 71 degrees 15 minutes West 475 feet (more or less) to a point on the 32nd line of that part of the whole tract conveyed by Elixabeth Dick to John P. Ingle et al by deed dated June 22, 1838, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. W, folio 262; thence with part of the said 32nd line, South 12 degrees 45 minutes West 41-1/4 feet (more or less) to intersect a line drawn North 71 degrees 15 minutes West from the place of beginning; thence reversing said intersecting line, South 71 degrees 15 minutes East 461-3/4 feet to the place of beginning.

IT BEING the same property conveyed by Charles W. Offord and Bessie M. Offord, his wife, to Theodore Nines and Betty L. Nines, his wife, by deed dated May 2, 1949, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 225, folio 12.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

End it is Egreed that until default be made in the premises, the said <u>Parties of</u> the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said <u>Parties</u> of the first part

hereby covenant to pay when legally demandable. or any monthly installment as aforesaid,

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second

part, its successors and sasigns,

his, her or their duly constituted attorney, or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Darties of the first

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, a. their representatives, heirs or assigns.

Had the mid parties of the first part

_	further covenant to
ir	sure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
C	ompany or companies acceptable to the mortgagee or its successors and
	ssigns, the improvements on the hereby mortgaged land to the amount of at least
E	leven Hundred Dollars (\$1,100.00)
ar	nd to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to	inure to the benefit of the mortgagee , its successors here or assigns, to the extent
of	
po	licies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
	d collect the premiums thereon with interest as part of the mortgage debt
	Mitness, the handened sealed said mortgagors
At	test:
-	Theodore Miner [SEAL]
-	Theodore Nines
	[SEAL]
	Betty L. Nines [SEAL]
	Betty L. Nines
	State of Maryland,
	Allegany County, to-mit:
	I hereby certify, That on this 1344 day of April
	n the year nineteen Hundred and Fifty - four , before me, the subscriber
а	Notary Public of the State of Maryland, in and for said County, personally appeared
- 200	
	THEODORE NINES and BETTY L. NINES, his wife,
	acknowledged the aforegoing mortgage to be their
ac	et and deed; and at the same time before me also personally appeared A. W. TINDAL.
P	resident of The First National Bank of Cumberland,
th	e within named mortgagee, and made oath in due form of law, that the consideration in said
me	and bona fide as therein set for forth; and he further made oath in
a	that he is the President of said bank and is duly
42	With the my sand and Notarial Seal the day and year aforesaid.
	Wanel Woden
4	By Commission applyed May 2 1055

FILED AND RECORDED APRIL 14, 1954 at 2:50 P.M. PURCHASE MONEY This/Morigage, Made this 9th day of April in the year Nineteen Hundred and Fifty - four by and between ROBERT L. MILLER and CATHERINE ELAINE WILLER, his wife, _County, in the State of Maryland. part 1es of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE, MARVIAND, a national banking corporation, having its principal office in Mount Savage, Allegany County, in the State of Maryland of the second part, WITNESSETH: indebted unto the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of FORTY FIVE HUNDRED DOLLARS (\$4,500.00) with interest from date at the rate of four and one-half per cent (4-1/2%) per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a purchase money mortgage, and which said sum the said parties of the first part covenant to may in equal monthly installments of Thirty Four Dollars and forty three cents (\$34.43) on account of interest and principal, beginning on the fach and every month thereafter until the whole of said principal and interest in paid. The monthly payments shall be applied, first, to the payment of interest, and secondly, to the payment of the principal of the mortgage indebtedness. sye 1-07 How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Darties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, its successors and assigns,

sheks and assigned the following property, to-wit:

being in Mount Savage, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the end of the fourth line of the lot owned by John P. Farrel, from which said beginning Mattingly's store lies South 62 degrees 03 minutes West 66-7/10 feet, a correction of 18 minutes from the said John P. Farrel deed, thence from said corner reversing the fourth line of the said John P. Farrel deed North 33 degrees 27 minutes West 48-7/10 feet to corner, thence North 25 degrees 22 minutes West 127-6/10 feet to a stone wall, the end of the second line of said John P. Farrel's lot, thence North 75 degrees 45 minutes East 54-3/10 feet to a wooden stake, thence South 26 degrees 45 minutes East 169 feet which is the second line of the

usten 304 PAGE 80

Robert Graham lot reversed with a correction of 36 minutes for variation, thence South 64 degrees 30 minutes West 56-1/2 feet to the beginning, containing 1/5 of an acre, more or less.

Charles H. Noonan, deceased, to the parties of the first part by deed dated the Luday of 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the delivered at the same time as the delivery of this mortgage, both to secure a part of the purchse price for the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and assigns, ORRORDON X NORMAN MARKET AND ASSESSED THE AFORESAID SUM OF FORTY Five Hundred Dollars (\$4,500,001 together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. Bnd it is Egreed that until default be made in the premises, the said Darties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the in-at thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, Matthew J. Mullaney, his has cortain duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs and to grant and convey the same to the purchasers thereof, his, her or their heirs dennigna or_ and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagon, their representatives, heirs or assigns. And the said parties of the first part insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or 1ts successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Pive Thousand Dollars (\$5,000.00)-----and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

1 30 A

LIBER 304 PAGE 81

	O()1 PARC O1	
to inure to the benefit of the mortgagee	, its successors beins or assigns,	to the extent
of its	heirylien or claim horounday and A	to the extent
policies forthwith in possession of the m	theix lien or claim hereunder, and to place su ortgagee , or the mortgagee may effect sai	ch policy or
and collect the premiums thereon with	interest as part of the mortemen dale	id insurance
Witness, the handmand sealof	said mortgagors	
Attest:		
Betty Blank	Relat R. m. elas	
B. 1 30 1	Robert L. Miller	[SEAL]
Dury Neank		[SEAL]
-	Robert L. Miller Robert L. Miller Catherine Claime Miller Catherine Elaine Miller	FORALL
-	Catherine Elaine Miller	[SEAL]
		- ACT 1 F 3
	S	
		1
		- 1
		- 1
		1
State of M. I.		Į.
State of Maryland,		į.
Allegany County, to-wit:		1
		.
J hereby certify, That on thi	is 9th day of April	- 1
n the year nineteen Hundred and Fifty - f.	our before me, the subs	
Notary Public of the Co.	before me, the sub	scriber,
Notary Public of the State of Maryland, in	and for said County, personally appeared	. 1
· ·		
ther and the	CATHERINE ELAINE MILLER, his wi	fe,
nd they acknowledged the aforegoin	ig mortgage to be their	
and deed; and at the same time before me	also personally appeared RAYMOND L.	<i>y-1</i>
MELWRIGHT, Cashier of The Firs	t National Bank of Mount Savage	
e within named mortgagee, and made outh	in due form of law, that the consideration is	1 21
is true and home fide as the	that the consideration in	n said
a zed to make this affidavit.	orforth; and he further made oath shier of sa id bank and is duly	in
		San -
my hand and Notarial Seal the	e day and year aforesaid	200

Betty Blank

Notary Public.

1 44 1

LIBER 304 PAGE 82

This Marinage, Made this 147H day of APRIL in the year Nineteen Hundred and Farry Pifty-four by and between

Joseph B. Harria, single, Max Harris and Mattie

B. Harria, his wife,

of Monongalia County, in the State of Wast Virginia

part 108 of the first part, hereinafter called mortgagor 8, and First Federal Savings and Loan

Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

Eighty-seven Hundred & 00/100 - - - - (\$8700.00) - - - - Dollars, which said sum the mortgage: agree to repay in installments with interest thereon from the date hereof, at the date of 5 per cent. per annum, in the manner following:

By the payment of Fifty-nine & 85/100 - - (\$59.85) - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lecated in Glen-Jean Addition to the City of Cumberland, Allegany County, Maryland on or near Bedford Street and known and designated as Lot No. 44 and 45 in said addition which said lets are more particularly described as a whole as follows, to-wit:

Beginning for the same at the intersection formed by the casterly side of Detroit Drive with the northerly side of Blake Terrace, said point of beginning/also distant 30 feet measured on a line drawn North 5h degrees 15 minutes West from the end of the first line of Let No. 40 in said Addition, and running then with the northerly side of Blake Terrace North 35 degrees 45 minutes East 141.52 feet, then at right angles to Blake Terrace North 5h degrees 15 minutes West 106.92 feet to the southeasterly side of Detroit Drive, then with the southeasterly side of Detroit Drive, then with the southeasterly side of Detroit Drive South 11 degrees 03 minutes West 113.95 feet, and then still with the southeasterly side of Detroit Drive with a curve to the left for a distance of 7h.h feet (the radius of which curve is 65.28 feet) to the place of beginning.

Including a right-of-way for the purpose of ingress and

egress over a 30 foot wide road way leading from the Bedford Road, and known as Detroit Drive, said road way extending to and beyond the herein granted property.

Being the same property which was conveyed unto Joseph B. Harris by deed of Edythe D. Blake et al dated April 2, 1954, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Engrihrr with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

In haur and to hald the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s , thair heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the interest to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgager s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns,

presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or.

Gaorga W. Logga — its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heim or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall that the same shall including taxes are the payment of all moneys owing under this mortgage, whether the same shall that the same shall the same shall be at public auction for the same shall be at public and the process arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall be at public acceptance.

have then matured or not; and as to the balance, to pay it over to the said mortgagors , their beirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, heirs or assigns.

And the said mortgagers , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Fighty-seven Bundred & 00/100 - (\$8700.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to mure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the</u>

A H D the said mortgagors , as additional accurity for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all runts and issues theoretions pending such proceedings as may be necessary to protect the mortgage under the terms and conditions hereby act fourth

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreciose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor's written consent, or should the same be encumbered by the mortgagors , thair

the mortgagee's written consent, or should the same be encumbered by the mortgagors . .their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

William, the hand and sealed the said mortgagors.

Attest:

1 20 1

Monor galer Courts
My Commission Exercises

Joseph B. Harris

Max Harris

Mattie B. Harris

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 15TH day of APRIL

in the year nineteen hundred and XXXX F1fty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Jeseph B. Harris, single,

the said mortgagor herein and he acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

1888 my hand and Notarial Seal the day and year aforesaid.

Notary Public

LIBER 304 PAGE 85

STATE OF WEST VIRGINIA MONONGALIA COUNTY

I HEREBY CERTIFY, that on this 14 day of April, 1954, before me, the subscriber, a Motary Public of the State of West Virginia, in and for said County, personally appeared Max Harris and Mattie B. Marris, his wife, the said mertgagers herein and they acknowledged the aforgepling mortgage to be their act and deed.

WITNESS my hand and Noterial Seal the day and year aforesaid.

Mary Survey

Notary Public

This Mortgage, Made this 1478 day of APRIL year Nineteen Hundred and Start Fifty-four by and between James K. Koarner and Margaret V. Koerner, his wife. of Allegany County, in the State of Maryland part 188 of the first part, hereinafter called mortgagors , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH: Ullbercas, the said mortgages has this day loaned to the said mortgager a , the sum of Forty-five Hundred Fifty & 00/100 - - - (\$4550.00) - - - Dollare, which said sum the mortgager 8 agree to repay in installments with interest thereon from the date hereof, at the rate of 55 per cent. per annum, in the manner following: By the payment of Forty-five & 50/100 - - (\$5.50) - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other harges affecting the hereinafter described premises, and (8) towards the payment of the aforestill principal sum. The due execution of this mortgage having been a condition precedent to the renting of said advance.

FILED AND RECORDED APRIL 15, 1954 at 8:50 A.M.

release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground on the southerly side of Waverly Terrace known and designated as part of Lot No.

Company's

Company's

Cumberland Improvement / Eastern Addition to the City

of Cumberland, a plat of which said addition is recorded in Liber

No. 88, folio 65, among the Land Records of Allegany County,

Maryland, which said parcsl is more particularly described as

follows, to-wit:

Beginning for the same at a stake on the coutherly eide of Waverly Terrace at the end of the first line of Lot No. 160 in said addition and running then with said street North 692 degrees East 50 feet, then South 20 3/4 degrees East 92.33 feet to the snd of the first line of a deed from Clorie Van Oredale to Elizabeth G. Mongold dated March 14, 1950, which is recorded in Liber 228, folio 269, one of the Land Records of Allegany County, Maryland, and then revsrsing said first line of said deed South 67 degrees 12 minutes West 53.31 feet to intersect the division line between Lote Nos. 160 and 161 in said addition and then with eaid division line North 23 degrees 45 minutes West 94 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Clorie Van Orsdale (eingle) dated June 20, 1950, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 229, felio 524.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor e covenant to maintain all bulldings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagore hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager enders, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become dus and payable, and in the meantime do and shall perform all the covenants herein on the interest thereon, as an end when the same shall become dus and payable, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-

UBER 304 PAGE 87

est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, George W. Legge hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall George W. Legge have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , __their representatives, heirs Hno the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five Hundred Fifty & 00/100 - - - - - Dollars and to cause the policy or policles issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policles forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premlums thereon with interest as part of the mortgage debt. End the said mortgagors, as additional security for the payment of the Indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the lammediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnershlp or corporation , other than the mortgagor's written consent, or should the same be encumbered by the mortgagor's , their In consideration of the premises the mortgagors , for themselves and the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days. Withfif, the handsand scaleof the said mortgagor s. Attest: (SEAL) V. Koerner State of Maruland, Establish. Allegany County, to-wit: I hereby certify, That on this 14TH day of in the year nineteen hundred and sasse Fifty-four , before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared James K. Keerner and Margaret V. Keerner, hie wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act

and deed; and at the same time before me also personally appeared George W. Lagge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

Compared and Madder Delivered C To Metgee City Thay 2 + 10 5K

FILED AND RECORDED APRIL 15, 1954 at 9:30 A.M.

This Mortgage, Made this

day of

in the year mineteen hundred and fifty-four

, by and between

Addir F. White and Lora L. White, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Adsir P. White and Lora L. White, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Forty-Nine Hundred (\$4900.00) - - - - - - -- Dollara. payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rain of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

- NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Adsir F. White and Lora L. White, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those two lots or parcels of ground known as Lots Nos. 96 and

97 of the Bannockburn Addition to the City of Cumberland, Maryland, which said lots are more particularly described as follows, to-wit:

LOT NO. 96: BEGINNING at the intersection of the South side of Michigan Avenue with the East side of Lagonda Street, and running thence with the South side of said Avenue, South 47 degrees 30 minutes East, 77.3 feet, thence South 42 degrees 30 minutes West 100 feet to the North side of an alley 12 feet wide, thence with the North side of said alley, North 47 degrees 30 minutes West 51.9 feet to the East side of Lagonda Street, thence with the East side of said Street, North 28 degrees 18 minutes East, 103.1 feet to the beginning.

Being the same property conveyed by Mary E. Hubbs, widow, unto said Mortgagors by deed dated the 26th day of September, 1944, a recorded in Liber No. 201, folio 459, one of the Land Records of Allegany County.

LOT NO. 97: BEGINNING at a point on the South side of Michigan Avenue at the end of the first line of Lot No. 96, and running thence with the South side of said Avenue, South 47 degrees 30 minutes East 40 feet, thence South 42 degrees 30 minutes West 100 feet to an alley 12 feet wide, thence with the North aide of aaid alley, North 47 degrees 30 minutes West 40 feet to the end of the second line of Lot No. 96, and thence with it reversed, North 42 degrees 30 minutes East 100

feet to the beginning.

Being the same property conveyed by William V. Fairall and Mary E. Fairall, his wife, unto the said Mortgagors by deed dated the 4th day of April, 1952, and recorded in Liber No. 239, folio 418, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,

privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Porty-Nine Hundred (\$4900.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgsge shall also secure as of the date hereof AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mertanged, or so much thereof as may be necessary; and to grant and convey the same to the rehand or purchasors thereof, his, her or their heirs or assigns; which sale shall be made in more following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the

day of saie or upon the ratification thereof by the court, and the proceeds arising from such saie to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party seiling or making said saie, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-haif of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the baiance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged iand, to the amount

Forty-Nine Hundred (\$4900.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their iien or ciaim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seai of said mortgagor.

ATTEST:

James Mitoley

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this / # day of

April

in the year nineteen

act and

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Adair F. White and Lora L. White, his wife,

acknowledged, the foregoing mortgage to be their deed; and at the same time, before me, also personally appeared Charles A. Piper

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Sorley Notary Public

UBER 304 PAGE 91

Mitgue 106 & Saberty Sty

ķ	Thay 2411
ŀ	FILED AND RECORDED APRIL 15, 1954 at 3:40 P.M. PURCHASE MONEY
ŀ	White All outeres
ı	
	in the year Nineteen Hundred and fifty-four , by and between
	HOWARD C. WAGNER and LOUELLA B. WAGNER, his wife,
	of Allegany County, in the State of Maryland,
	part ies of the first part, and
	IRVING MILLENSON
	of Allegany County in the State of
	County, in the State of Maryland.
	part_y of the second part, WITNESSETH:
	Whereus, the parties of the first part are indebted unto the party of the
	second part in the full and just sum of Twenty-two Hundred Dollars (\$2200.00
	this day loaned the parties of the first part by the party of the second part
	which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$36.47 each; said payments include
	both principal and interest, which interest shall be calculated and credited
	semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully
	paid.
	It is understood and agreed that the parties of the first part have the
	right to pay, in addition to the aforementioned monthly payments, the princi- pal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.
	AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 68 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.
	Nam Cherefore, in consideration of the premises, and of the sum of one dollar in hand
	paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
	together with the interest thereon, including any future advances, the said parties of the first
	part do give, grant, bargain and sell, convey, release and confirm unto the said part y
H	of the second part . his heirs and assigns, the following property, to-wit:
門は世界について連続地に	ALL that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, and known as the easterly portion of Lots Nos. 459 and 460 on a plat of the Cumberland Improvement Company Eastern Addition, which plat is recorded in Deeds Liber 117, folio 731 among the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:-
	BEGINNING FOR the same at a stake standing at the end of the accord line of a deed from Silas Eibin et ux to Amos E, Johnson et al dated April 8, 1927, and recorded in Deeds Liber 155, fello 119 among the Land Records of Allegany County, Maryland, which said stake also stands on the division line between Lote Nos. 460 and 461 of said Addition at the end of a line drawn North 40 degrees East 61 feet from a point where said division line
	intersects the easterly side of Reynolds Street, thence continuing with said division line and running to the end thereof. North 40 degrees East 80 feet to the westerly side of Willowbrook Road (formerly known as the Neil Road); thence with said side of said Willowbrook Road. North 50 degrees West 84 feet; thence South 40 degrees West 69 feet to the end of the third line in the aforementioned Elhin - Johnson deed; thence with said third line reversed

IT being the same property which was conveyed to Howard C. Wagner and Louella B. Wagner, his wife, by Silas Ethin and Ada Ruth Hamburg, by deed dated as of even date herswith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of

this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Consther with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto beionging or in anywise appertaining.

Browided, that if the said part ina of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party____of the second part : his executor , administrator or assigns, the aforesaid sum of: - - - TWENTY-TWO HUNDRED DOLLARS - - - - - - (\$2200.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantlme, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the sald parties of the first part hereby covenant to pay when legally demandable. But ln case of defauit being made in payment of the mortgage debt aforesald, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party. of the second part. heirs, executors, administrators and assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made inmanner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of ail expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the sald parties of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the sald parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-two Hundred -- - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , _ his his : assigns, to the extent of__ llen or claim hereunder, and to place such ' policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said Insurance and collect the premiums thereon with interest as part of the mortgage debt. Hillipss, the hands and seals of said mortgagors. senl Howard C Wagner. [Seal]

от 304 на 93

991	tate of Maryland,
A	llegany County, to-wit:
	I hereby certify, That on this 15th day of April
.in t	he year nineteen hundred and fifty-four , before me, the subscriber
a N	otary Public of the State of Maryland, in and for said County, personally appeared
	Howard C. Wagner and Louella B. Wagner, his wife,
and	they acknowledged the aforegoing mortgage to be their respective
act	and deed; and at the same time before me also personally appeared
	Irving Millenson
the	within named mortgagee and made oath in due form of law, that the consideration in said
mor	tgage is true and bona fide as therein set forth.
-	
8	WEINESS my hand and Notarial Seal the day and year aforesaid.
8:	
6 3	Gatty and David
	Notary Public

PURCHASE MONEY

This Marigage, Made this / day of April.
In the year Nineteen Hundred and Fifty-four by and between

JAMES G. NEILSON and RUTH L. NEILSON, his wife,

of Allegany County, in the State of Maryland
part life of the first part, and

JOHN STEWART and LILLIAN S. STEWART, his wife,

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of Twelve Thousand Dollars (\$12,000.00)this day loaned the parties of the first part by the parties of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$101.28 each; said payments include both principal and interest, which interest shall be calculated and credited monthly. The aforementioned payments are merely minimum payments and the amount thereof may be increased at any time by the parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part ies of the second part their heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being on the southerly side of McCulloh Street in Frostburg, Allegany County, Maryland, which is more particularly described as follows, to wit:-

BEGINNING for the same at a stake standing on the southerly side of McCulloh Street at the end of 305 feet on the third line in a deed from Robert Gerson et ux to William Ludwig Neilson et ux, et al, dated June 27, 1945, and recorded in Deeds Liber 204, folio 489 among the Land Records of Allegany County, Maryland, and running thence with said side of said McCulloh Street, South 22 degrees 17 minutes East 5 feet to the end of said third line; thence continuing with said side of said McCulloh Street, South 47 degrees 7 minutes East 37.5 feet; thence still with said side of said McCulloh Street, South 62 degrees 52 minutes East 137.85 feet; thence leaving said McCulloh Street and running through Lot No. 120, South 27 degrees 8 minutes West 165 feet to a 16-foot alley; thence South 62 degrees 52 minutes East 15, 5 feet to a point on the sixth line of the aforementioned Gerson - Neilson deed; thence with part of said sixth line and also the seventh, eighth, ninth, tenth and part of the eleventh lines of the aforementioned deed, South 23 degrees 16 minutes West 61 feet; thence North 23 degrees 46 minutes West 45 feet; thence North 33 degrees 11 minutes East 25.9 feet; thence North 57 degrees 10 minutes West 34 feet; thence South 66 degrees 16 minutes West 36, 5 feet to the C & P Railroad Company right-of-way; thence with said right-of-way, North 22 degrees 44 minutes West 222. 4 feet; thence leaving said right-of-way, degrees 35 minutes East 89 feet to the place of beginning, true meridian courses and horizontal distances being used throughout.

IT being the same property which was conveyed by William Ludwig Neilson et ux, et al to James G. Neilson et ux by deed dated as of even date herewit and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed. The said parties of the first part also acquired an undivided one-third interest in said property under a deed from Robert Gerson et ux to James G. Neilson et ux, et al, which is dated June 27, 1945, and recorded in Deeds Liber 204, folio 489 among the Land Records of Allegany County, Maryland.

Ungether with the buildings said improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

first part may hold and possess the aforesaid property, upon paying in the meantime, sil taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest

UBER 304 PAGE 95

thereon, the said part ica of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties... of the second part. their heirs, executors, administrators and assigns, or COBEY, CARSCADEN and GILCHRIST __ its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said cale shall be at public auction for cash, and the proceeds arising from such saie to apply first to the payment of ail expenses incident to such saie, including all taxes levied, and a commission of cight per cent. to the party selling or making said sale; secondly, to the payment of air moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-haif of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee s , ___their_ their assigns, to the extent of___ llen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Wittens, the hands and seals of said mortgagors. State of Maryland. Allegany County, to-wit: I hereby certify, That on this 16th day of April in the year nineteen hundred and fifty-four a Notary Public of the State of Maryland, in and for sald County, personally appeared James G. Neilson and Ruth L. Neilson, his wife, acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared. John Stewart and Lillian S. Stewart, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. WITNESS my hand and Notariai Seai the day and year aforesaid. Catty and De

Compared and Mailed Delization

10,	may 2 4 19 54
	FILED AND RECORDED APRIL 17, 1954 at 10:45 A.M.
	This Mortgage, Made this TWELFTH day of April
	in the year Nineteen Hundred and Fifty Four
	Raymond William Frenzel and Violet Evelyn Frenzel, his wife,
	of Allegany County, in the State of Maryland
(1)	part ies of the first part, and The First National Bank of Barton, Maryland
	a Corporation, duly organized under the Banking laws of Maryland, and the United States of America,
	of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:
A Pr	DUBERCAS, the said parties of the first part are indebted unto the said party of the second part for money borrowed in the sum of SIXTEEN HUNDRED BOLLARS (\$1,500.00), as evidenced by the Promissory Note of the said parties of the first
Homeron IA	part dated of even date herewith, made payable unto the order of the said party of the second part, ON DEMAND, with interest at the rate of Six Percent per Annum, in the amount of SIXTEEN HUNDRED DOLLARS, (\$1,600.00), and
1	WHEREAS, the said parties of the first part have agreed to execute this Hortgage as security for the aforesaid mote.
	How Therefore, in consideration of the premises, and of the sum of one dollar in hand
	paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and ---

haddened aszigns, the following property, to-wit:

All of that certain lot in the "Harris Addition" to the Town of Barton, in Allegamy County, Maryland, being a plan of lots surveyed and laid out by Daniel Chrishelm and recorded in Liber No. 41, Folio 943, of the land Records of Allegamy County, and described as considting of part of Lot No. 34 and all of Lot No. 31, as described by me tes and bounds in that certain deed made by George W. Frenzel et ux., unto the said parties of the first part herein, dated July 29th, 1937, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 178, Folio 387. -

LIBER 304 PAGE 97

PLOATOR	N at the state of the state of the state of
mark are to a succession.	D, that if the said parties of the first part
	heirs, executors, administrators or assigns, do and shall pay to the said
party of th	e second part, its successors, and
executor , adm	inistrutor or assigns, the aforesaid sum ofSIXTIEN HUNDRED DOLLARS
(\$1,600.00)	
together with th	e interest thereon, as and when the same shall become due and payable, and in
	and shall perform all the covenants herein on their part to be
performed, then	this mortgage shall be void.
And it	is Egreed that until default be made in the premises, the said
parties of	the first part
Ber . I this has have	may hold and possess the aforesaid property, upon paying in
	l taxes, assessments and public liens levied on said property, all which taxes,
	nd interest thereon, the said parties of the first part
	to pay when legally demandable.
But in case of erest thereon, in	of default being made in payment of the mortgage debt aforesaid, or of the in- whole or in part, or in any agreement, covenant or condition of this mortgage, cortgage debt intended to be hereby secured shall at once become due and payable,
	ts are hereby declared to be made in trust, and the said <u>party of the a reco</u>
	uccessors and —
. We have the same and the same and the	administrators and assigns, or Horace P. Whitworth Sr.
rom such sale to axes levied, and	d, which said sale shall be at public auction for cash, and the proceeds arising apply first to the payment of all expenses incident to such sale, including all a commission of eight per cent to the party selling or making said sale; secondly,
the payment o	f all moneys owing under this morteage, whether the same shall have been the
the payment o	f all moneys owing under this mortgage, whether the same shall have been then und as to the balance, to pay it over to the said_parties of the first
natured or not; a	f all moneys owing under this mortgage, whether the same shall have been then und as to the balance, to pay it over to the said parties of the first heirs or assigns, and
part, their	f all moneys owing under this mortgage, whether the same shall have been then und as to the balance, to pay it over to the said parties of the first
part, their a case of advertiball be allowed a	all moneys owing under this mortgage, whether the same shall have been then und as to the balance, to pay it over to the said parties of the first heirs or assigns, and thement under the above never but no sais one half of the above recognizing.
part, their a case of advertiball be allowed a	all moneys owing under this mortgage, whether the same shall have been then and as to the balance, to pay it over to the said_parties of the first
part, their a case of advertiball be allowed a	all moneys owing under this mortgage, whether the same shall have been then and as to the balance, to pay it over to the said_parties of the first
part, their a case of advertiball be allowed a Bud the	all moneys owing under this mortgage, whether the same shall have been then and as to the balance, to pay it over to the said_parties of the first
part, their a case of advertiball be allowed a Bud the sure forthwith,	all moneys owing under this mortgage, whether the same shall have been then and as to the balance, to pay it over to the said parties of the first heirs or assigns, and issement under the above power but no saie, one-half of the above commission and paid by the mortgagor s, their representatives, heirs or assigns, said parties of the first part further covenant to and pending the existence of this mortgage, to keep insured by some insurance
part, their case of advertibal be allowed a But the sure forthwith, company or comp	and parties of the first part ————————————————————————————————————
part, their a case of advertibal be allowed a Rnd the sure forthwith, company or comp signs, the impro	and parties of the first part — further covenant to and pending the existence of this mortgage, to keep insured by some insurance anies acceptable to the mortgaged land to the amount of at least RED 6 .00/100 — Dollars, policy or policies issued therefor to be so framed or endorsed, as in case of firea,
part, their a case of advertibal be allowed a Rnd the sure forthwith, company or comp signs, the impro	and parties of the first part — further covenant to and pending the existence of this mortgage, whether the same shall have been then the as to the balance, to pay it over to the said parties of the first — heirs or assigns, and is the first part — further covenant to and pending the existence of this mortgage, to keep insured by some insurance anies acceptable to the mortgagee or its successors and overments on the hereby mortgaged land to the amount of at least the said politics. Dollars,
part, their a case of advertiball be allowed a Bud the sure forthwith, company or compasigns, the impro	heirs or assigns, and seement under the above power but no sale, one-half of the above commission and paid by the mortgagor s, their
atured or not; a part, their a case of advertiball be allowed a Bnd the asure forthwith, company or	heirs or assigns, and seement under the above power but no sale, one-half of the above commission and paid by the mortgagors, their representatives, heirs or assigns, and paid by the mortgagors, their representatives, heirs or assigns, and paid by the mortgagors, their representatives, heirs or assigns, and parties of the first part further covenant to and pending the existence of this mortgage, to keep insured by some insurance anies acceptable to the mortgagee or its successors and exements on the hereby mortgaged land to the amount of at least RED & .00/100 Dollars, policy or policies issued therefor to be so framed or undorsed, as in case of fires, selfit of the mortgagee, its successors and formed assigns, to the extent lien or claim hereunder, and to place such policy or in possession of the mortgagee, or the mortgagee may effect said insurance
part, their a case of advertiball be allowed a Bud the Bud the asure forthwith, company or company	heirs or assigns, and seement under the above power but no sale, one-half of the above commission and paid by the mortgagers, their representatives, heirs or assigns, and paid by the mortgagers, their representatives, heirs or assigns, and parties of the first part further covenant to and pending the existence of this mortgage, to keep insured by some insurance anies acceptable to the mortgages or its successors and vements on the hereby mortgaged land to the amount of at least RED & .00/100 Dollars, policy or policies issued therefor to be so framed or undorsed, as in case of fires, selfit of the mortgages , its successors and the saling assigns, to the extent lies or claim hereunder, and to place such policy or in possession of the mortgages , or the mortgage may effect said insurance emiums thereon with interest as part of the mortgage debt.
part, their n case of advertiball be allowed a Bind the nsure forthwith, company or comp ssigns, the impro SIXTEEN HUND and to cause the inure to the bet its	heirs or assigns, and seement under the above power but no sale, one-half of the above commission and paid by the mortgagors, their representatives, heirs or assigns, and paid by the mortgagors, their representatives, heirs or assigns, and paid by the mortgagors, their representatives, heirs or assigns, and parties of the first part further covenant to and pending the existence of this mortgage, to keep insured by some insurance anies acceptable to the mortgagee or its successors and exements on the hereby mortgaged land to the amount of at least RED & .00/100 Dollars, policy or policies issued therefor to be so framed or undorsed, as in case of fires, selfit of the mortgagee, its successors and formed assigns, to the extent lien or claim hereunder, and to place such policy or in possession of the mortgagee, or the mortgagee may effect said insurance
part, their n case of advertiball be allowed a Bind the nsure forthwith, company or comp ssigns, the impro SIXTEEN HUND and to cause the inure to the bet its	heirs or assigns, and seement under the above power but no sale, one-half of the above commission and paid by the mortgager s, their representatives, heirs or assigns, and paid by the mortgager s, their representatives, heirs or assigns, and parties of the first part further covenant to and pending the existence of this mortgage, to keep insured by some insurance anies acceptable to the mortgagee or its successors and vements on the hereby mortgaged land to the amount of at least RED & .00/100 Dollars, policy or policies issued therefor to be so framed or endorsed, as in case of fires, selfit of the mortgagee , its successors and the saligns, to the extent lies or claim hereunder, and to place such policy or in possession of the mortgagee , or the mortgagee may effect said insurance emiums thereon with interest as part of the mortgage debt.
part, their n case of advertiball be allowed a Bind the nsure forthwith, company or comp ssigns, the impro SIXTEEN HUND and to cause the inure to the bet its	heirs or assigns, and seement under the above power but no sale, one-half of the above commission and paid by the mortgager s, their representatives, heirs or assigns, and paid by the mortgager s, their representatives, heirs or assigns, and parties of the first part further covenant to and pending the existence of this mortgage, to keep insured by some insurance anies acceptable to the mortgagee or its successors and vements on the hereby mortgaged land to the amount of at least RED & .00/100 Dollars, policy or policies issued therefor to be so framed or endorsed, as in case of fires, selfit of the mortgagee , its successors and the saligns, to the extent lies or claim hereunder, and to place such policy or in possession of the mortgagee , or the mortgagee may effect said insurance emiums thereon with interest as part of the mortgage debt.
part, their n case of advertiball be allowed a Bind the nsure forthwith, company or comp ssigns, the impro SIXTEEN HUND and to cause the inure to the bet its	heirs or assigns, and seement under the above power but no sale, one-half of the above commission and paid by the mortgagers, their representatives, heirs or assigns, and paid by the mortgagers, their representatives, heirs or assigns, and parties of the first part further covenant to and pending the existence of this mortgage, to keep insured by some insurance anies acceptable to the mortgages or its successors and vements on the hereby mortgaged land to the amount of at least RED & .00/100 Dollars, policy or policies issued therefor to be so framed or undorsed, as in case of fires, selfit of the mortgages , its successors and the saling assigns, to the extent lies or claim hereunder, and to place such policy or in possession of the mortgages , or the mortgage may effect said insurance emiums thereon with interest as part of the mortgage debt.

State of Maryland, Allegany County, to-wit:

Lemuth R. malloline

Compared and Mailed Description

FILED AND RECORDED APRIL 17, 1954 at 11:05 A.M.

THIS MORTGAGE, Made this 14th day of April, 1954, by and between AUSTIN MALLOW and GLADYS E. MALLOW, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITHESSETH:



WHEREAS, the parties of the first part are justly and bone fide indebted unto the party of the second part in the full and just sum of One Thousand Three Hundred (\$1,300.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part governant and agree to pay in equal monthly installments of Fourteen Bollars



and Forty Three Cents (\$14.43) on account of interest and principal, payments to begin on the 15th day of 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS LORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the promot payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, release, convey and confirm unto the said party of the second part, its successors and assigns, the following two pieces or parcels of land:

FIRST: ALL that tract and parcel of land lying on the east side of Green Ridge, in Allegany County, Maryland, described as follows:

ALL that tract and parcel of land conveyed by and described in a deed from Frank Billmeyer and wife to John Pool, said deed bearing date the 5th day of April, 1906 and recorded in Liber No. 99, folio 429, one of the Land Records of Allegany County, Maryland, to which deed a reference is hereby particularly made for a fuller description of said property by metes, bounds, courses and distances, to have the same effect as if set forth fully herein

SECOND: ALL that lot or purcel of land lying in District No. 1, Allegany County, Maryland, it being a part of a tract of land conveyed to John Poole by Frank Billmyer and wife, by deed dated the 5th day of April, 1906 and recorded in Liber No. 99, folio 429, among said Land Records, and described as follows:

BEGINNING at a stake witnessed by 3 black oaks, standing at the end of 31-3/4 perches on the fourth line of the aforesaid whole tract, and running with said fourth line as surveyed in 1906, South 32 degrees West 10 perches, then South 61-3/4 degrees

UBER 304 PAGE 100

East 8 perches and 11 links to a black oak marked with 6 notches, and standing near Thornton Poole's house (as of April 9, 1924) North 42 degrees East 6 perches to a stake by a fence; then North 37 degrees West 10 perches to the beginning; containing 73 square rods of land, more or less.

The above described parcels of land being the same property conveyed to the first parties by Thornton Poole and Nettie C. Poole, his wife, by deed dated the 9th day of November, 1944, and recorded around the land Records of Allegany County, Maryland, in Liber 202, folio 140.

EXCLPTIVE, however, from the operation of this cortgage the following parcels of land which have been conveyed away from the hereinbefore described property:

- (1) Parcel conveyed from John C. Poole and wife to David Diehl by an undated deed, acknowledged June 13, 1910 and recorded September 6, 1910, in liber 106, folio 578, consisting of fifty acres, more or less.
- John Poole and wife to The Assembly of God, of Green Ridge, Maryland, recorded in Liber 147, folio 425, consisting of 1-1/4 acres.
- May 8, 1931, John Poole and Wife and Thornton Poole conveyed sufficient property to open a new road, 20 feet in width, from near the Poole house to the Green Ridge Road. This Agreement also provided for the closing of an existing road through the Poole property, and is recorded in Liber 165, folio 543.

TOCETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Three Hundred (\$1,300.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the

IBER 304 PAGE 101

covenants herein on their part to be performed, then this mortgage shall be void.

and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments, and public liens levied that in the event the parties of the first part hereby covenant to pay when levely derundable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments, and public liens as and when the same become due and rayable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed

LIBER 304 PAGE 102

and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby cortgaged property to the amount of at least One Thousand Three Hundred (\$1,300.00) Dollars, and to cause the policy or solicies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or clair. Mereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Custin mallow (SEAL)

a. A. Helmich Blady E Mallow (SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 14th day of April, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared AUSTIN MALLOW and GLADYS E. MALLOW, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within In named mortgagee, and made oath in due form of law that the A Consideration in said mortgage is true and bona fide as therein

WITNESS my hand and Notarial Seal.

My Commission expires May 2, 1955

LIBER 304 PAGE 103

Compared and Mailed Policeredy
To Mitge Fronchung Ma
May 2 4 19 54

	the state of the s
FILED AND RECORDED ALKIL	17. 1954 at 8:30 A W
THIS MORTGAGE Made this 15th.	April, 1954
Marvin A. PENNINGTON & Mildren	19 by and betw
Frostburg, Allegany County	w. remaindion, his wife,
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY	, in the State of Maryland, Mortgagor , and THE FIDELI
WHEREAS the said Manager County	f, MARYLAND, Mortgagee.
Twelve Hundred twenty	indebted unto the Mortgagee in the full and just sum of
	nly installments of \$ 58.20 4
NOW, THIS MORTGAGE WITNESSETH, That in c Mortgagor 8 do grant, assign and convey unto the said M	onsideration of the premises and of the sum of One Dollar the
and premises located in Frostburg, Allegany Cou	nt. / Mameland //l/ ne
Doo number imenty-nine (50) in tritation	, minwij
and more fully described in a Deed from Clarence U. recorded among Land Records of Allegany County, I TOGETHER with the huidings and improvements to	WORKMAN, et ux
recorded among Land Records of Allegany County.	dated July 23, 1951
TOGETHER with the huidings and in	, Liber 434 Folio 544
and advantages thereto belonging or in anywise appertaining	ercupon, and the rights, alleys, ways, waters; privileges, appurtenance g
said THE FIDELITY SAVINGS BANK OF FROSTBURG for ever, provided that if the said Mortgagor S. their or cause to be paid to the said Mortgagor, its successors and as and when the same shall become due and payable and, in their part to be performed, then this mortgage shall be comed.	ground with the improvements and appurtenances aforesaid unto the ALLEGANY COUNTY, MARYLAND, its successors and assign heirs, executors, administrators or assigns, do and shall passigns the aforesaid indebtedness, together with the interest thereound in the company beautiful to the meantime, do and shall perform all the covenants beautiful.
	emises the anid Mortgager S
ANTI AL COMPANY COVERNMENT TO	bay when legally demandable.
secured shall at once become due and payable, and the Mortga constituted attorney or agent, are hereby empowered, at any necessary, and to convey the same to the purchaser, or his, her giving at least twenty days' notice of the time, place, manner Maryland, which sale shall be at public auction for cash an all expenses incident to the sale, including taxes, and a comm to the payment of all monies owing under this mortgage, whet to pay it over to the Mortgagor S their helrs or as commission shall be paid by the Mortgagor s their	nt or condition of this mortgage, then the entire mortgage debt hereby gee, its successors or assigns, or Albert A. Doub, its, his or their duly time thereafter, to sell said property, or so much thereof as may be or their heirs or assigns; which saie shall be made as follows: By and terms of sale in some newspaper published in Allegany County dissipation of eight per cent (8%) to the party making said sale; secondly her the same shall have.
WITNESS OUT hand 8 and seal 8	
	marvin a farmington (SEAL)
ATTEST:	Marvin A. PENNINGTON (SEAL)
Rafeh M. Jaca	
Raiph M. Race	Mildred W. Pennington (SEAL)
COTTA TIVE ON MANAGEMENT	D. FEMILIATION
STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:	
	April, 1954 19 before me.
the subscriber, a Notary Public of the State and County aforesai	d, personally appeared
the Mertgagor & named in the aforegoing mortgage at	Pennington
ALDERANT POUNTY, MARYLAND, and made oath in due for and some fide at derein set forth. [6, Alvin Kreiling.]	d, personally appeared Pennington Ley acknowledged the aforegoing mortgage to be their act. Source of THE FIDELITY SAVINGS BANK OF FROSTBURG, p of law that the consideration set forth in said mortgage is true
and some field as therein set forth. /G. Alvin Kreiling/	/
37	Dell mil
789697'	Halph M. Face Notary Bublic
• 0	merthu wil ince

UGER 304 PAGE 103

To Mitges Franching Ma May 2 4 19 54

FILED AND RECORDED APRIL 1	17, 1954 at 8:30	A 34	
THIS MORTGAGE Made this 15th.	April 196/	21 6 816 6	
THIS MORTGAGE, Made this 15th. Marvin A. PENNINGTON & Mildred W			, hy and hetwe
Frostburg, Allegany County	W. PENNINGTON, his w	ife,	
of Frostburg, Allegany County SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, M	, in the State of Maryland	Mortgagor B, and	THE FIDELIT
WHEREAS, the said Mortgagor & are	***************************************		
Twelve Hundred twenty	70/00	the full and just sum	of
which is to be repaid in 21	-10,00	(\$ 1,22	20.70
the date hereof at the office of the said Mortgagee.			
NOW, THIS MORTGAGE WITNESSETH, That in cons Mortgagor 8 do grant, assign and convey unto the said Mortgand premises located in Frostburg. All account County	sideration of the premises as gagee, its successors and assi	d of the sum of One	Dollar, the sai
The state of the s	V. Michael (C1/ Dr.	- A - O1 - 1	
Lot Number Twenty-nine (29) in Hitchins:	Second Addition to t	he City of no	, known a
and more fully described in a Deed from Clarence O. We	ORKMAN, et ux	Tolar (2	stburg
and more fully described in a Deed from Clarence O. We recorded among Land Records of Allegany County, Man TOGETHER with the buildings and improvements there	ryland	dated July 23,	1951
TOGETHER with the buildings and improvements the	, Liber	Folio_	522
and advantages thereto belonging or in anywice appertaining	upon, and the rights, alleye, w	ays, waters, privilege	S. appurtenance
TO HAVE AND TO HOLD the said lot or parcel of gro said THE FIDELITY SAVINGS BANK OF FROSTBURG, forever, provided that if the said Mortgager S, their or cause to be paid to the said Mortgages, its successors and as as and when the same shall become due and payable and, in the their part to be performed, then this mortgage shall b	heirs, executors, administrat signs the aforesaid indebtedne meantime, do and sha	ors or assigns, do ss, together with the il perform all the cove	and shall pay Interest thereor
AND, it is agreed that until default be made in the premi	ses the said Mortgagor S m		
AND the self of th	when legally demandable.	or which taxes, mor	tgage debt and
AND, the said Mortgagor 5 further covenant to ke against loss by fire and other hazards as the said Mortgagee may company acceptable to the Mortgagee to the extent of its lien the	aream and to delt.	a. mie mee of rue Wol	TERFOR in some
secured shall at once become due and payable, and the Mortgagee constituted attorney or agent, are hereby empowered, at any tim necessary, and to convey the same to the purchaser, or his, her or giving at least twenty days' notice of the time, place, manner an Maryland, which sale shall be at public auction for cash and it of the payment of all monies owing under this mortgage, whether to pay it over to the Mortgagor S, their or assignments of the payer of the mortgage of the complexicable.	or condition of this mortgage, the successors or assigns, or is thereafter, to sell said properties of their heirs or assigns; which determs of sale in some news the proceeds arising therefros tion of eight ner out (60)	then the entire mortg Albert A. Doub, its, ho perty, or so much the h sale shall be made paper published in A n to apply: first, to the party making sale tured or not; and as	is or their duly reof as may be as follows: By llegany County, the payment of
WITNESS our hand s and seal s .	opiosentatives, neirs or assign	28.	
and seal	many DD	. 1	
ATTEST:	Marvin a Penning	inglon	(SEAL)
0 199.1.10	PARVID A. PENNIN		(BEAL)
Ratch M. Jaer	m. el. I W X	GTON	(BEAL)
Ralph M. Race	Mildred W. PENNII	CTON	· (SEAL)
TIME TO	1 2002121	IGT ON C	
STATE OF MARYLAND,			
ALLEGANY COUNTY, to-wit:			
I HEREBY CERTIFY, That on this 15th. day of_	April, 1954		
the subscriber, a Notary Public of the State and County aforesaid,	Dersonally anneared	, 19	, before me,
Marvin A. Pennington & Mildred W.	Pennington		
the sumeriber, a Notary Public of the State and County aforesaid, it is a "Marvin A. Pennington & Mildred W. It is the state and county aforesaid, the state in the state time also appeared MUXANESCENCES. Treasured to the state time also appeared MUXANESCENCES. Treasured to the state time and the state of the state o	acknowledged the aforegover of THE FIDELITY SA	oing mortgage to be VINGS BANK OF E	their act
and some pde as Berein set forth. /G. Alvin Kreiling/	www test the consideration	set forth in said mor	tgage is trus
UNS VOTASS my hand and Notarial Seal.		110	
	Jul m	1 Xaco	
	/ / **	- Dist	
Ra	lph M./Race Notai	J AMDRIC	

FILED AND RECORDED AFRIL 19, 1954 at 9:40 A.M.

PURCHASE MONEY

This Mortgage, Made this 17th day of April in the year Nineteen Hundred and Fifty-four , by and between

Kenneth L. Valentine and Margaret A. Valentine, his wife,

of Allegeny County, in the State of Maryland part les of the first part, and

Second National Bank of Cumberland, a National Banking Corporation with its principal place of business in Cumberland,

of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Cubercas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$7800.00 with interest at the rate of 4 1/25 per annum computed menthly on unpaid belances, said indebtedness to be amortized over a 15 year period by the payment of at least \$59.67 per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment or \$100.00, whichever is less.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said **Egnneth L. Valentine** and

Margaret A. Valentine, his wife,

30 F

do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors, Name and savigns, the following property, to-wit:

All that let or parcel of ground being Let No. 2 as shown on the map of Edgewood Park Addition to Cumberland, Maryland, and recorded in Plat Box No. 106, which said Let No. 2 is more particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of Maplewood Lane distant South 64 degrees 18 minutes East 151.3 feet from the intersection of the southerly side of Maplewood Lane with

the easterly side of Piedment Avenue, and running then with said side of Maplewood Lane South 64 degrees 18 minutes East 40 feet; then South 25 degrees 42 minutes West 125 feet to the northerly side of Forest Lane; then with said side of Forest Lane North 64 degrees 18 minutes West 40 feet; and then North 25 degrees 42 minutes East 125 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Philip L. Often and Carrie E. Often, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Kenneth L. Valentine and Kargaret A. Valentine, his wife, theirheirs, executors, administrators or assigns, do and shall pay to the said Second National Bank, its successors

Seventy-eight Hundred & 00/100 - - - (\$7800.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said_

Kenneth L. Valentine and Margaret A. Valentine, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Kenneth L. Valentine and

Margaret A. Valentine, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

Second National Bank, its successors

hatas patentons; minimistratum and assigns, or Harry I. Stagmalar his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberiand, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then or uncentors; neinfriethetass and assigns, or....

matured or not; and as to the balance, to pay it over to the said Kanneth L. Valentine

and Margaret A. Valentine, his wife, their in case of advertisement under the above power but no sale, one-half of the above commission heirs or assigns, and shall be allowed and paid by the mortgagor a their representatives, heirs or assigns.

And the said Kenneth L. Valentine and Margaret A. Valentine,
his wife. further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or 1ts
assigns, the improvements on the hereby mortgaged land to the amount of at least
Seventy-eight Hundred & 00/100 (\$7800.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to mure to the benefit of the mortgagee its successors
of its or their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
Mithess, the handsand seasof said mortgagors.
Attest
Kenneth L. Valutingonal
Kenneth L. Yalentine
Marsaut A. Valentine [SEAL]
Margaret A. Valentine
State of Maryland,
Allegany County, to-wit:
I hereby certify, That on this 17th day of April
in the year nineteen Hundred and Fifty-four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Kenneth L. Valentine and Margaret A. Valentine, his wife,
velentine, his wife,
and they acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared Joseph M.
Naughton, President of the Second National Bank of Cumberland
the within named mortgagee, and made oath in due form of law, that the consideration in
mortgage is true and bona fide as therein set for forth.
and and as dietem set for forth.
May - Way
WITNESS my hand and Notarial Seal the day and year aforesaid.
00 0000
Chas & Shilly

FILED AND RECORDED APRIL 19, 1954 at 10:05 A.M.

This Mortgage, Made this 13th. day of wiril

in the year

Nineteen Hundred and Fifty-four by and between

COLE DECIL MERNIS and EVELYN TREVE STIMONS MERNIS, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of FOUR THOUSAID FOUR HUIDRED AND NO/100 - - - - - Dollars

(\$ 4 ,400.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

(\$49.00) commencing on the 13th. day of April May and on the day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 13th. day of April, 1964, 1985 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part - - - - - -

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that lot, pisce or parcel of ground situate, lying and being in the Town of Eckhart, in Election District No. 24, Allegany County, Maryland, and known as Lot Number Two (2) upon a plat of the subdivision of the Kidwell property filed in Plat Box No. 154 among the Plat Records of Allegany County, Maryland. Said Lot

Number Two (2) being more particularly described as follows, to-wit:

HECONOMY for the same at a stake standing at the end of the third line of Lot No. 1 and running thence with said third lins of said Lot No. 1 revsrsed, South 23 degress 45 mimutes West 215.00 feet to a stake standing on the third line of the whol Ridwell treet and running thence with the remainder of the third line of the whole tract, and with the fourth, fifth and part of the sixth lines thereof, North 50 degr 00 minutes West 119.65 feet; North 12 degress 13 minutes East 32.41 fset, North 41 degrees 37 minutes East 147.13 feet to a post, thence South 76 degrees 55 minutes

East 69 feet to the place of beginning.

BKING the same property which was conveyed to the said Osie Cecil Kerns and Evelyn Irene Simmons Kerns, his wife, by deed from John Lee Kidwell et ux., dated





of allegany County, Maryland. Special reference is hereby made to said deed for a further description of said real estate and the improvements thereon.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto beionging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgager may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sald sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

FOUR THOUSAND FOUR HUNDRED AND NO/100 - - - - - - - (\$4,400.00) Doilars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfuily imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreciose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the hoider of this mortgage in any action to foreclose it, shail be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voiuntary or invoiuntary grant or assignment, or in any other manner, without the mortgages's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the

304 PAGE 109

mortgagee's written consent, then the whole of this mortgage in cebted ness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have conditions for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readiustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

LANTON

Jagh M. Jacq hepph N. Falle Jagh M. Jaca

Chie Cecil Horns (SEAI

Grelyn John Smith Marie EAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 13th.

day of april

in the year Nineteen

Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

OSIE CECIL KERNS and EVELYN TREVE SIZMONS NERWS, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared and Kreiling. Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within mamed mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Think Freiling make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day

Sofel M. Face

Notary Public

0

FILED AND RECORDED APRIL 19, 1954 at 2:50 P.M.

This Mortgage, Made this 17th

day of

April

in the year nineteen hundred and fifty-four

, by and between

Raymond Reed and Florence Reed, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

Raymond Reed and Florence Reed, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Raymond Reed and Florence Reed, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land in the City of Cumberland, in Allegany County, Maryland, being part of a lot conveyed to Mary E. McCormick by Anita B. Ward and husband by deed dated April 7, 1909, and recorded among the Land Records of Allegany County in Liber No. 104, folio 399.

BEGINNING for the outlines of the lot herein conveyed at the corner of a concrete wall at the Northeastern corner of Lot conveyed to Winmer Bowman by Mary E. McCormick by deed dated December 7, 1915, and recorded among the Land Records of Allegany County in Liber No. 117, folio 553, and running thence with the Southerly side of Cecelia Street, North 74 degrees 30 minutes East 47.8 feet to a chisel mark at the edge of the sidewalk pavement; thence, leaving Cecelia Street, South 15 degrees 30 minutes East 42 feet to a stake; South 1 degree 3 minutes East 54.8 feet to a stake on the Northerly side of King Street distant 35.8 feet, measured along King Street, from the Southeast corner of the Winmer Bowman lot aforesaid; thence with King Street, North 84 degrees 35 minutes West 35.8 feet to a stake at said corner; thence, reversing the second line of said Bowman lot, North 15 degrees 30 minutes West 82.1 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Jennie M. Allen by deed dated the 2nd day of July, 1946, and recorded in Liber No. 210, folio 41, one of the Land Records of Allegany County.



TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void. ?

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payof Five Hundred (\$500.00) but not to exceed in the aggregate the sum would make themortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost or improvments to the mortgaged property as provided by Chapter 923 of session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

304 mg 112

ATTEST: James M. Losly I louence Ren STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this 17 day of in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Raymond Reed and Florence Reed, his wife, each acknowledged, the foregoing mortgage to be deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit. above written. James M. Lorley

Company of well To Mtyce City May 2+

FILED AND RECORDED APRIL 19, 1954 at 2:50 P.M.

This Mortgage, Made this

day of

April

in the year nineteen hundred and fifty-four , by and between

Leo B. Brown and Evelyn M. Brown, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Leo B. Brown and Evelyn M. Brown, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifty-Six Hundred (\$5600.00) - - - - - - - - - - payable to the order of the said The Liberty Trust Company, one year after date with interest from

.... 304 MGE 113

date at the rate of Six (6#) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Leo B. Brown and Evelyn M. Brown, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that parcel of ground situate on the Southerly side of Union Street in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING at a point on the Southerly side of Union intersection of the South side of Union Street with the East side of Rebecca Street and running thence with said Union Street, North 72 degrees 29 minutes East 26 feet, thence South 17 degrees 31 minutes East 106 feet to an alley, and with said alley, South 72 degrees 29 minutes West 26 feet, thence North 17 degrees 31 minutes West 106 feet to the place of the beginning.

It being the same property which was conveyed by Walter Scott Marvin and Laura M. Marvin, his wife, to the Mortgagors herein by deed dated August 28, 1951, and recorded in Liber No. 235, folio 120, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of F1fty-S1x Hundred (\$5600.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorised and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms

of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Fifty-Six Hundred (\$5600.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

11

1 35

Lec B. Brown (SEAL)

Evelyn M. Brown

Evelyn M. Brown

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

James M. Sorley

I hereby Certify, that on this /7 day of April

in the year nineteen

hundred and

fifty-four

before me, the subscriber, a Notary Public of the

James M. Sorles Public

. State of Maryland in and for the county aforesaid, personally appeared

Leo B. Brown and Evelyn M. Brown, his wife,

acknowledged, the foregoing mortgage to be

their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper

did further, in iike manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year Real above written.

8

FILED AND RECORDED APRIL 19, 1954 at 2:50 P.M.

This Mortgage, Made this _____ 1972.

In the year mineteen hundred and fifty-four

, by and between

Mary Margaret Dougherty, unmarried, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the sald

Mary Margaret Dougherty, unmarried,

stand indebted unto the sald The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) - - - - - Dollars, payable to the order of the sald The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as lt accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the sald indebtedness at the maturity thereof, together with the interest thereon, the said

'Mary Margaret Dougherty, unmarried,. does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of ground situate, lying Browning Street, the said lots being known and designated as Lots 60 and 61 on the plat of the Margaret M. Black Addition to the said City County, Maryland, in Liber No. 100, folio 62, one of the Land Records of Allegany of Allegany County, and being more particularly described as follows, to-wit:

LOT NO. 60: BEGINNING at a point on the North side of ning thence with said Street, South 74 degrees 51 minutes East 40 feet; to Birch Alley; thence with said alley, North 74 degrees 51 minutes East 40 feet to Birch Alley; thence with said alley, North 74 degrees 51 minutes West 40 feet to the end of the second line of Lot No. 59; and with said ning.

LOT NO. 61: BEGINNING at a point on the North side of ning thence with said Street, South 74 degrees 51 minutes East 40 feet; Birch Alley; thence with said alley, North 74 degrees 51 minutes East 100 feet to 6 feet to the end of the second line of Lot No. 60: and with said second line reversed, South 15 degrees 9 minutes West beginning.

It being the same property which was devised unto Mary Margaret Dougherty and Rose Anna Blake under the Last Will and Testament of Rose E. Dougherty, which Will was admitted to probate 'n the Orphans' Court of Allegany County on the 3rd day of October, 1947, and recorded in Wills Liber V, folio 555, in the Office of the Register of Wills. The said Rose Anna Blake and Richard L. Blake, her husband, conveyed all her right, title and interest in and to said property unto the said Mary Margaret Dougherty, by deed dated January 8, 1949, and recorded in Liber No. 223, folio 710, of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground lying, being, and situate on Browning Street, in the City of Cumberland, Allegany County, Maryland, the same being the Easterly one-half of Lot No. 59, as designated on the Plat of the Margaret M. Black Addition to the City of Cumberland, filed among the Land Records of Allegany County, Maryland, in Liber No. 100, folio 62, and being more particularly known as No. 20 Browning Street, Cumberland, Maryland.

It being the same property which was conveyed unto the said Mary Margaret Dougherty by Rose E. Dougherty, widow, by deed dated August 25, 1947, and recorded in Liber No. 217, folio 277, of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, piace, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and

1000 304 MGE 117;

no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or clalm hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Mary Margaret Dougherty (SEAL)

Thomas L Keech

They Margaret Dougherty (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 19th day of April

In the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesald, personally appeared

Mary Margaret Dougherty, unmarried,

and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Thereof I have hereto set my hand and affixed my notarial seal the day and year

mad Sauley Motary Profile

the state of the s
FILED AND RECORDED AFRIL 20, 1954 at 9:50 A.M.
This Mortgage, Made this 14 4
day of april in the year nineteen hundred and months fifty-four
By and Between George O. Butts and Margaret M. Butts, his wife,
of Allegany County, in the State of Maryland,
parties of the first part, and THE ALLEGANY BUILDING, LOAN AND SAVINGS
COMPANY, of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Witnesseth:
Wibereas, the said parties of the first part
being members of the said The Allegany Building, Loan and Savings Company of
Cumberland, Maryland, have received therefrom an advance or loan of Fifteen Hun-
dred and 00/100 dollars, on their fifteen (15)
shares, class "G" stock upon condition that a good and effectual mortgage
be executed by the said parties of the first part
to said body corporate, to secure the payment of the sums of money at the times and in
the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of
the first part.
How Therefore, this Mortgage Witnesseth, That in consideration of the premises
and the sum of one dollar, the said parties of the first part
do hereby grant,
bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all that lot, piece
or parcel of ground lying and being on the East side of Polk Street
in the City of Cumberland, Maryland, being a part of Lot No. 6 in
Blocher's Addition to Cumberland, and being the Southerly half of
the rear half of said Lot No. 6 which fronts on Polk Street, said

rear half of said Lot No. 6 being marked Part 3 on a Plat filed in No. 1,826 Equity in the Circuit Court for Allegany County, Maryland, and recorded in Judgment Records, Liber No. 19, folio 257, of said Allegany County, the said Southerly half of said Part No. 3 hereby conveyed being described as follows:

BEGINNING for the same on the Bast side of Polk Street at the end of the second line of Lot No. 5 in said Addition to Cumberland, and running thence reversing said second line, South 65 degrees East 80 feet to the end of the third line of the first part of said Lot No. 6 formerly owned by Walter Grant Morris; then reversing said third line and the same extended, North 25 degrees East 25 feet; 304 PAGE 119

then North 65 degrees West 80 feet to Polk Street; then with part of the third line of said Lot No. 6 and the East side of Polk Street South 25 degrees West 25 feet to the place of beginning.

BEING the same property conveyed unto the said George O. Butts, et ux., by Ella F. Richards, widow, by a deed dated December 8, 1944, and recorded in Liber 202, folio 415, one of the Land Records of Allegany County, Maryland.

Together with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining.

To have and to bold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

FIRST. To pay to the said Corporation, its successors or assigns, the said principal sum of at the rate of 6% per annum, at the rate of 6% per annum, dollars with interest thereon/payable in monthly payments of not less than \$ 15.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in May, 1954; at the office of the said, The Allegany Building, Lean and Savings Company, of Cumberland, Maryland.

SECOND. To pay all taxes, public dues and assessments legally levied on said property and on said mortgage dobt which have been or may be hereafter levied or charged on said property and debt, when and at the same may be payable, and in default of such payment, the said mortgages may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD. To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgages or its assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred and 00/100.

dollars and to cause the policy or policies issued theirefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages or its assigns, to the extent of its or their Hen or cloim hersunder, and to place such policies, together with the remeals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgages. And in default of such insurance, the mortgages may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The allegary Bysiding. Loan and Savings Company, of Cumberland, Maryland, or its assigns, or assigns, its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied.

VIRST. To the payment of all expuses incident to such safe, including laces and a conventation of eight per cent, to the party celling or making such safe.

1P70 304 PAGE 120

	as their interest may appear, or to whosever may be entitled to the same.
	Unitness the hands and seals of the said parties of the first part hereto the day and year first hereinbefore written.
	Test: Miles of aniele Heavys o Buth GEAL
	Meles of and margary m. Butto.
	MARGARET M. BUTTS.
	State of Maryland,
	Milegany County, to-wit:) 1 Hereby Certify, That on this 14 day of Opens
	in the year nineteen hundred and many fifty-four, before me, the subscriber
	a Notary Public of the State of Maryland in and for Allegany County, personally appeared
	George O. Butts and Margaret M. Butts, his wife,
	and they acknowledged the aforegoing mortgage to be their respective act:
	And at the same time before me also personally appeared Arthur H. Amick, Secretary and
	Agent of the within named mortgagee, and made oath in due form of law that the consideration
	mentioned in the aforegoing mortgage is true and bona fide as therein set forth.
	Witness my hand and notarial seal the day and year aforesaid.
	miles I Unit at to
2	abut received the Allegany Building with the Surper of Cumberland mortgage reby release the within and aforegoing mortgage of the signature of the President of Goard Company a Corporate seal thereof, duly attested by its decletary to the day of august 1954 of Sorathy S. amich.
なりてみ	reby release the within and aforegoing morty age: at the signature of the tresident of said company is confirmate such thereof, duly attested by its devotary the day of august 1854 anish for 8-17-54 anish for 8-17-54 The Severage Md.
なりなり	reby related the within and aforegoing morty age: set the signature of the tresident of said Company conferate seal thereof, duly attested by its decletary the day of languat, 1954 anich de: 8-17-54 Maled Bobinson Me Janeth
なりてい	reby release the within and aforegoing mortgage at the signature of the President of Said Company is Confirmate Deal thereof, duly attested by its Secretary the day of angust 1854 Sonathy of amich, anich for 8-17-54 Sonathy of Aresident of Servetary. M. Hever Ma. Many 241954 FILED AND RECORDED APRIL 20, 1954 at 10:55 A.M.
なり、など、	reby release the within and aforegoing mortgage at the signature of the President of Said Company is Confirmate Deal thereof, duly attested by its Secretary the day of angust 1854 Sonathy of amich, anich for 8-17-54 Sonathy of Aresident of Servetary. M. Hever Ma. Many 241954 FILED AND RECORDED APRIL 20, 1954 at 10:55 A.M.
ないない	rely release the within and aforegoing mortgage at the signature of the Bresident of said Company a Corporate Deal thereof, duly attested by the Section to day of languat, 1954 Strainly Strain
ないない	reby releves the within and aforegoing mortgage of the signature of the Oresident flowed Company of Corporate seal thereof, duly attested by its devotary attested by its devotary attested by its devotary attested by its devotary and Mailed Bobicson 8-17-54 devotation of Mailed Bobicson The Secretary The Secretary The Secretary The Secretary Mailed April 20, 1954 at 10:55 A.M. This Mortgage, Made this 17th day of April
ないない	rely release the within and aforegoing mortgage at the signature of the Bresident of said Company a Corporate Deal thereof, duly attested by the Section to day of languat, 1954 Strainly Strain
ないない	reby release the within and aforegoing mortgage at the signature of the Oresident flowed Company to Corporate Seal thereof, duly attested by the Secretary etc. day of August 185 to Aug
in of	reby relieve the within and aforegoing mortgage at the signature of the Oriental Sound Company of Conference of the Oriental Sound Company of the Secretary of Country of the State of Maryland,
in of po	reby release the within and aforegoing mort age. At the signature of the Decident flowed Company Confined Real thereof, duly attentil by the Sectory and Mailed Bobieres Mineral Maringary. When a state of Maryland. LESTER REED and PHYLLIS E. REED, his wife, Allogary County, in the State of Maryland. Sector Maryland. County in the State of Maryland.
in of part	reby release the working and aforegoing mortage of the separative of the Consideration of the Conference of the Conference of the Conference of the Secretary of the Maring Manager of the Secretary of the Maring of the Secretary of the Year Nineteen Hundred and Fifty-four the year Nineteen Hundred and Fifty-four the year Nineteen Hundred and Fifty-four the State of Maryland of the first part, and THE PIRST NATIONAL BANK OF MOUNT SAVAGE. HYLAND, a national banking corporation, having its principal office
in of part	reby release the within and aforegoing mort age. At the signature of the Decident flowed Company Confined Real thereof, duly attentil by the Sectory and Mailed Bobieres Mineral Maringary. When a state of Maryland. LESTER REED and PHYLLIS E. REED, his wife, Allogary County, in the State of Maryland. Sector Maryland. County in the State of Maryland.
in of partin	reby release the working and aforegoing mortage of the separative of the Consideration of the Conference of the Conference of the Conference of the Secretary of the Maring Manager of the Secretary of the Maring of the Secretary of the Year Nineteen Hundred and Fifty-four the year Nineteen Hundred and Fifty-four the year Nineteen Hundred and Fifty-four the State of Maryland of the first part, and THE PIRST NATIONAL BANK OF MOUNT SAVAGE. HYLAND, a national banking corporation, having its principal office

304 ma 121

the narry of the second part in the full and just sum of FIFTY SIX HUNDRED DOLLARS (\$5,600.00) as evidenced by the joint and several promissory note of the parties of the first part for said amount of date to the order of the party of the second part, together with interest thereon at the party of the second part, together with semi-accountly and which said sum of money together with the reservance of six per cent (6%) per annum, payable thereon as allowed the said sum of money together with the interest thereon as allowed the said sum of money together with the interest thereon as allowed the said parties of the first part occorrect to the control of the premises and of the sum of one delies in hand.

How Therefore, in consideration of the premises and of the sum of one delies in hand.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Eartles 1 the flat that

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assistes,

· Neil thickerd net igns the following property, to-wit:

All the following pieces on marcels of land located and known as Into No. 5 and 6 of "Loer Improvement" lying and being the Jounts and the Jennings Bun between Barrelville and Mount Sayse, and also Lot No. 7 or a tracing made and surveyed by 0. T. 11 took in October 1907 and known as "Valley View Flan".

IT BEING the same property conveyed by Finley C. deed dated January 27, 1940, and recorded among the Land Records of Allerany County, Maryland, in Deed Liber No. 185, folio 568.

Conether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and assigns,

XARSOUNCEX / Addannistrator X as assignment the aforesaid sum of Fift S' Hundred Lollars (\$5,600.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of

the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said <u>Parties of the first part</u>

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Party of the second part; its successore and assigns,

MEXICAN MANAGUITY CONSTITUTED TO A STATE OF THE STATE OF

304 MIE122

and to grant and convey the same to the purchaser or purchasers the or assigns; which sale shall be made in manner following to-wit:	Day11 4 1 4 1 4 1
berland, Maryland, which said sale shall be at public auction for cash, from such sale to apply first to the payment of all expresses incident	vspaper published in Cum- and the proceeds arising
taxes levicd, and a commission of eight per cent to the party selling or to the payment of all moneys owing under this mortgage, whether the	a mana labar as a sel 3 sel 3 sel 3 sel
matured or not; and as to the balance, to pay it over to the said Pa	
part, their	heirs or assigns, and
In case of advertisement under the above power but no sale, one-half	of the above commission
shall be allowed and paid by the mortgagor 5, their representations	entatives, heirs or assigns.
And the said parties of the three tart	
	further covenant to
insure forthwith, and pending the existence of this mortgage, to keep i	nsured by some insurance
Company or companies acceptable to the mortgagee or its success.	sore ind
assigns, the improvements on the hereby mortgaged land to the amount	of at least
Mix The sand bollars (\$0,000.00)	· Visitinger
and to cause the policy or policies issued therefor to be so framed or er	ndorsed, as in case of fires,
to inure to the benefit of the mortgagee , its successors Keir	For assigns, to the extent
oftheir lien or claim hereunder, as	nd to place such policy or
poncies forthwith in possession of the mortgagee , or the mortgagee n	nay effect said insurance
and collect the premiums thereon with interest as part of the mortgage	debt
Hittiess, the handsand seals of said mortgagors	
Attest:	
Betty Blank Lester B.	P. O. GENALL
Betty Blank Lester B. (Lever Reed	[SEAL]
al u. E.	(SEAL)
Englis E. Reed	[SEAL]
State of Maryland,	
Allegany County, to-wit:	
I hereby certify, That on this 17th day	
	of April
	before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, pers	sonally appeared
LESTER REED and PHYLLIS E. REED, his wi	Ife,
and they acknowledged the aforegoing mortgage to be the	nel.
act and deed; and at the same time before me also personally appeared	RAYMOND L.
MMMELWRIGHT, Cashier of The First National Bank of aryland.	Mount Savage.
aryland, the within named mortgagee, and made oath in due form of iaw, that	
is true and bona fide as therein set for forth; and he furt of law that he is the Cashier of said bank to make this affidavit.	how weds and a
ESS my hand and Notarial Seal the day and year aforesaid.	10 to
Betty B	lack .
And the second s	Notary Public.

Compared and Malled Described To Mitgee Oily

... 304 PMGE 123

FILED AND RECORDED APRIL 20, 1954 at 11:55 A.M.

THIS MORTCACE, Made this 19 day of april, 1954, by and between ALBERT W. KLAVUHN and RUTH E. KLAVUHN, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

bena fide indebted unto the party of the second part in the full and just sum of Nine Thousand (\$9,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Ninety Nine Dollars and Ninety Two Cents (\$99.92) on account of interest and principal, payments to begin on the 19° day of May, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bragain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that tract or parcel of ground situated about 2000 feet East of what is commonly known as the "Nine Mile House", or "Clarysville Inn", on the North side of State Road or National Highway leading from Frostburg to Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a chiseled X to be made on the





center of stone top of an 18 inch culvert that crosses the said Highway at the top of the hill, said point being at 20-7/10 feet from the center of said Highway (Vernier readings reduced to Magnetic Bearings as of June 20, 1944) and with horizontal measurements, and parallel to and with the North side of said Highway and 20-7/10 feet from the center thereof, South 80 degrees and 47 minutes East 343-7/10 feet to a firstly planted iron pipe stake, the ce South 78 degrees and 47 minutes East 369-2/10 feet to an iron pipe stake firmly plunted in the ground, thence South 76 degrees and 55 minutes East 347-1/10 feet to an iron pipe stake planted securely in the ground, said stake stands South 87 degrees and 24 minutes "est 122-6/10 feet from the Southwest corner of tavern building that stands on this tract of ground, thence continuing with the North side of said National Pike, South 74 degrees and 34 minutes East 426-7/10 feet to an iron pipe stake planted securely in the ground, thence South 80 degrees and 1 minute East 119 feet to an iron pipe stake planted securely in the ground, thence North 85 degrees and 43 minutes East 119-47/100 feet to an iron pipe stake planted securely in the ground, thence North 65 degrees and 6 minutes East 99-4/10 feet to an iron pipe stake planted securely in the ground, thence North 53 degrees and 9 minutes East 153 feet to a point X that is to be chiseled on the top capping of Spruce Briage, said X to stand 33-3/10 feet in a Southwesterly direction from the center of the large drainage pipe that passes under the said Spruce Bridge and under said Highway, thence from said point, North 23 degrees and 7 minutes West 245 feet to the center of a large run, thence with the center of said run in a Westerly direction until it intersects a line drawn North 9 degrees and 55 minutes East from the beginning of this parcel or tract of ground, thence reversing said line and running South 9 degrees and 55 minutes West, 255 feet to the beginning; containing 10-1/2 acres, more or less.

Excepting therefrom all those portions of the aforegoing tract of land which were conveyed by Albert W. Klavuhn and
Ruth E. Klavuhn, his wife, to the State of Maryland, to the use
of the State Roads Commission, by three certain deeds, as follows:

- (1) Deed dated June 29, 1945, recorded in Liber 204, folio 699;
- (2) Deed dated October 3, 1947, recorded in Liber 217, folio 568;
- (3) Deed dated August 15, 1949, recorded in liber 226, folio 282.

It being the same property conveyed to the parties of the first part, as tenants by the entireties, by George R. Hughes, Trustee, by deed dated the 5th day of December, 1949, recorded in

1 35 V -

Liber 227, folio 250, of the land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first art, their heirs, executors, administrators, or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Mine Thomsand (49,000.00) bollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all takes, assessments and public liens levied on said property, all of which takes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said takes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and

terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereintefore set forth, whether the same shall have then matured or not; and as to the belance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall as allowed and paid by the nortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the nortgagee or its successors or assigns, the improvements on the hereby nortgaged property to the amount of at least Nine Thousand (19,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Albert W. Klavuha

Ruth E. Klavuhn (SEAL)

STATE OF MARYLAND.

ALLEGANY COUNTY, to-wit:

304 PAGE 127

WITNESS my hand and Notarial Seal. form of law that the consideration in said mortgage is true

Hazel D. Odes

My Commission expires May 2, 1955

Compared and Majord George 1 Mitges City 2 + 18 54

FILED AND RECORDED APRIL 20, 1954 at 12:30 P.M.

This Anrigage, Made this 20th day of Manach in the year Nineteen Hundred and Fifty - Four , by and between

ODITH M. BROTEMARKLE (widower)

of	Allegany County, in the State of Maryland of the first part, and	160 m 4550
	ND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a bank oration, duly incorporated under the laws of the United Stat	c- tes,
	Allegany County, in the State of Maryland of the second part, WITNESSETH:	-
7991	than an a	- 1

party of the second part in the full and just sum of Five Thousand and no/100 (\$5,000.00) Dollars, this day loaned the party of the first part by the party of the second part, and which is to be repaid with interest at 5% per annum, in monthly payments of not less than fifty-Three and no/100 (\$53.00) Dollars per month; said payments to be applied first to interest and the balance to principal. The first hereof and to continue monthly until the amount of principal and interest is fully paid.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part.

give, grant, bargain and sell, convey, release and confirm unto the said do es

party of the second part, its successors

xious and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, being part of Lot No. 174 in The Cumberland Improvement and Investment Company's Southern Addition to Cumberland, and described as follows:

BEGINNING at the Northwest corner of Arch and First Streets in said Addition, and running thence with Arch Street, North 18 degrees and 34 minutes East 52-5/10 feet; thence with the line of Lot No. 214 parallel to First Street, North 71 degrees and 26 minutes West 60 feet; thence across said Lot No. 174, South 18 degrees and 34 minutes West 52-5/10 feet to First Street; thence with the line of First Street South 71 degrees and 26 minutes East 60 feet to the

BEING the same property which was conveyed to Odith M. Brotemarkle by Norman W. Haines, et ux., by deed dated February 5, 1949, and recorded among the Land Records of Allegany County in Liber No. 224, olio 60.

 $\,$ ALSO the following chattels and equipment now installed and in use on the property above described:

National Cash Register
Champion Spark Plug Cleaner and Tester
Dianitric Wheel Balancer
Champion Air Compressor 1 H.P.
1 - 550 gallon Storage Gun
1 - De-greasing Spray Gun
1 - Willard Battery Charger
1 - Lincoln High Pressure Greasing Gun
1 - 5 ft. Show Case
1 - Soft Drink Cooler
2 - 25-ft. Air Hose
1 - True Flat Air Gun
1 - Globe 1½-ton Car Lift
th the buildings and improvements thereon and the National Cash Register

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said____ party of the first part heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors assigns, the aforesaid sum of_

Five Thousand and no/100 (\$5,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on his part to be
performed, then this mortgage shall be vold.
And it is Agreed that until default be made in the premises, the said
party of the first part
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public items levied on said property, all which taxes, nortgage debt and interest thereon, the said
party of the first part
ereby covenant to pay when legaliy demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the in- erest thereon, in whoie or in part, or in any agreement, covenant or condition of this mortgage, hen the entire mortgage debt intended to be hereby secured shall at once become due and revehic

and these presents are hereby declared to be made in trust, and the said.

party of the second part, its successors

--- 304 PAGE 129

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said
in case of advertisement under the above power but
shall be allowed and paid by the mortgagor representatives, heirs or assigns.
And the said party of the first part
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or 1ts successors or
assigns, the improvements on the hereby mortgaged land to the amount of at l
Five Thousand and no/100 (\$5,000,00)
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee , its successors been or assigns, to the extent
of its or their lien on claim to assigns, to the extent
oftheir lien or elaim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
Mittiegs the bank and a series of the mortgage debt
Mitness, the hand and seal of said mortgagor .
Attest:
any de M. Me Chan Galth M. Brotemarklast AL]
State of Maryland.
Allegany County, to-wit:
I knowled and it april
I hereby certify, That on this 20 th day of hereby
in the year nineteen Hundred and Fifty - Four
a Notary Public of the State of Maryland, in and for said County, personally appeared
ODITH M. BROTEMARKLE
andaeknowledged the aforegoing mortgage to be HIS
act and deed; and at the came time to beHIS
act and deed; and at the same time before me also personally appeared.
John H. Mosner, Cashier of
the within named mortgagee, and made oath in due form of law, that the consideration
mortgage is true and bons fide as therein set for forth.
1/200
WITNESS
WITNESS my hand and Notarial Seal the day and year aforesaid.
Chaseshair
119 4 7 4 19 19 19 19 19 19 19 19 19 19 19 19 19

FILED AND RECORDED APRIL 20, 1954 at 1:40 P.M.

F"RCHASE MONEY

This Mortgage, Made this 19TH day of APRIL	in the
year Nineteen Hundred and fifty - fourby and between	in wie
Harold Raines and Mildred Raines, his wife,	
·	
of Allegany County, in the State of Maryland, partof the first part,	hono
marter canculation and First Federal Savings and Loan Association of Combants	
corporate, incorporated under the laws of the United States of America, of Allegany County, M	body
land, party of the second part, hereinafter called mortgagee.	lary-

WITNESSETH:

1 10 A

Twenty-two Hungred Forty-five & 00/100 - - (\$2215.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty-two & 80/100 - - (\$32.80) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagors do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the Easterly side of Donna Street known and designated as Lot No. 14, Section No. 2 in Pellegrine's Addition to Westernport, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 109, one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the Essterly side of Donns Street at the end of the first line of Lot No. 13, Section No. 2 in said addition and running then with said etreet South 15 degrees 28 minutes Tast 50 feet, then North 74 degrees 32 minutes East 158 feet, then North 15 degrees 28 minutes West 40.23 feet to an iron stake, then North 56 degrees 38 minutes West 12.98 feet to the end of the second line of said Lot No. 13 and then with said second line revereed South 74 degrees 32 minutes West 149.46 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of A. Dawey Pellegrine and Elene Pellegrine, his wife, of even date, which is intended to be recorded among the

Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagora covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforecald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are bereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such male to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns all vents, issues and profits securing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their beirs, and personal representatives, do hereby coverant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all law.... 304 max 132

fully imposed axes or the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property. on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage on the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to forcelose this nortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said gradel property be acquired by any person, persons, partnership or corporation—, other than the mortgageo's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage deht intended hereby to be secured shall hecome due and demandable after thirty days or after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mittiess, the hand-and seal of said mortgagors.

Attest:

*/(10.43

Grand Atama [SEAL]

Mildred Faines [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 197N day of APRIL

in the year nineteen Hundred and Fifty—four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Harold Raines and Mildred Raines, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

ITMESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

... 304 mgz 133

Compared and Milled Delivered & To Les St. Large atty City

FILED AND RECORDED APRIL 20, 1954 at 1:40 P.M.	
This Mortgage, Made this 197N day of APRIL in the	· •
year Nineteen Hundred and Rocky Fifty-four by and between	
James L. Fisher and Josephine M. Fisher, his wife,	The state of the s
of Allegany County, in the State of Maryland part 188 of the first part, hereinafter called mortgagors , and First Federal Savings and Loan	Ulibaron IM. Act or rear 35:20 in \$5:0
Association of Cumberland, a body corporate, incorporated under the laws of the United States of	P STUDY
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:	MCORCATION IAX
mhereas, the said mortgagee has this day loaned to the said mortgagors , the sum of	55° 55°
Fleven Thousand Four Hundred & 00/100 (\$11400.00) Dollars,	
the date hereof, at the date of 51 per cent. per annum, in the manner following:	L IT OF

By the payment of One Hundred Forty-seven & 06/100 - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of sald principal sum and interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the sald indebtedness at the maturity thereof, release and confirm unto the said mortgagors do give, grant bargain and sell, convey, ing described property, to-wit:

All that lot, piece or parcel of ground lying and being on the westerly eide of the National Turnpike, Narrows Park, LaVale, Allegany County, Maryland, which is more particularly decribed as followe, to-wit:

National Turnpike dietent South 30 degrees West 45 feet from the beginning of the parcel of ground conveyed by James B. Wigger et ux to T. Hayden Crawford et ux by deed dated Merch 30, 1916 which is recorded in Liber No. 120, felio 206, one of the Land Recorde of Allegany County, Maryland and then running parallel to the fence of Henry Wiegand, North 55 degrees West 89 feet, more or less, to the easterly limits of the right-of-way of the Eckhart Brench of the C. & P. Railread Company, then with eaid right-of-way South 30 degrees 30 minutes West 95 feet, then South 59% degrees East 92.5 feet to the westerly side of eaid National Turnpike, and then with said National Turnpike North 30 degrees 30 minutes East 94.25 feet to the place of beginning.

Being the seme preperty which was conveyed unto the parties of the first part by deed of Heme Owners Leen Corporation deted

December 20, 1939 which is recorded in Liber No. 185, folio 500 one

of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagurs hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un have and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagors , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand Four Hundred & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

At 0 the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after defauit under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such defauit, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts become due and payable and to pay and discharge within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the demand the immediate repair of said buildings or an increase in the amount of security, or the mortgages may immediate repayment of the debt hereby secured and the failure of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest

UBER 304 PAGE 135

hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any persons, persons, partnership or corporation of the than the mortgagor B, by voluntary or involuntary grant or assignment, or in any other manner, without the contraction of the said and the said applies that the said and the said applies that the said applies that the said applies the said applies to foreclose this said applies to foreclose the said applies to foreclose this said applies to foreclose the said applies to foreclose this said applies to foreclose the said applies the said applies to foreclose the said a

the mortgagee's written consent, or should the same be encumbered by the mortgagers . their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the handsand seals of the said mortgagors.

Attest:

Jumes L. Fisher

(SEAL)

Josephine M. Fisher

(SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 19TH day of APRIL

in the year nineteen hundred and worsy Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for sald County, personally appeared

James L. Fisher and Jesephine M. Fisher, his wife,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to betheir act and deed; and at the same time before me also personally appeared Gaorge W. Lagge.

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesald.

Notary Public

FILED AND RECORDED APRIL 21, 1954 at 1:20 P.M.

THIS MORTGAGE, Made this ZIST day of April, 1954, by and between E. Lester Kolb and Dora E. Kolb, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said E. Lester Kolb and Dora E. Kolb, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Thousand (\$12,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of S'x Per Centum (6%) per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954.

NOW, THEREFORE, in consideration of the premises, and the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said E. Lester Kolb and Dore E. Kolb, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All those two pieces, parts and parcels of land lying, and being in Allegany County, State of Maryland, and more particularly described as follows:

Being, all those lots, pieces or parcels of ground and being situated in and around what is generally known as Dickerson Hollow, about 3 miles Southwesterly from Flintstone, in Election District No. 3 of Allegany County, State of Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a large Sugar tree bearing 9 notches and standing on top of a ridge one perch East of the Break-Neck Road, and about one perch North of the division fence between the George W. Holtzman farm and this property, it also being about opposite on the East side of the said Break-Neck Road where the division fence between the A. E. Johnson and George W.





4 m

Holtzman farms come to the said Braak-Neck Road, and running thence, North 84 degrees West one perch into the Break-Neck Road. thence in and with said road. North 45 degrees East 17 perches. North 24 degrees East 20-374 perches and 3 1 nks to where the aforesaid road joins with the Dickerson Hollow Road, thence in and with the Dickerson Hollow Road, South 63 degrees East 12-7 4 perches, then leaving said road and running with the 21-22 and 23 rd lines of the A. E. Johnson's farm, North 388 degrees East 21-3 4 perches to stone pile, North 34 degrees dast 11% perches to stone pile, North 72\$ degrees West 3 perches to a corner fence post. near the East end of a large rock, thence with the division fence between this property and the Norval F. Willison farm, North 56 degrees East 24 perches to a large forked Chestnut-oak tree. standing in the corner of the division fence between this property. the Norval P. Willison and the Jesse Browning farm, thence with the said division fence, South 22% degrees East by penches, South 40 degrees East 432 perches, South #23 degrees East 14 perches. South 46% degrees East 10 perches, South 37% degrees East 13% perches, South 53 degrees East 13 perches, South 24-3/4 degrees East 26 perches, to the end of 8% perches on the 51st line of the John Slider farm, then reversing the remainder of said line, as also the 50-49-48-47 and part of the 46th line thereof, North 84 degrees West $8\frac{1}{6}$ perches to the Hickory tree 4 notches, North $78\frac{1}{6}$ degrees West 14% perches to Iron peg, North 81% degrees West 54 perches to large Elm tree 3 notches, still North 812 degrees West 2 perches into the center of the Dickerson Hollow Road, still North 811 degrees West 19-3/4 perches to iron peg, standing on a steep bank, about 2 perches South of Dickerson Hollow run or branch, this corner is witnessed by a small Maple tree ? notches, standing 5 links Southeastwardly from this corner, South 2 degrees East 5% perches, then leaving the lines of the John Slider farm and running with the division lines between this property and the aforesaid mentioned George W. Holtzman farm, North 56 degrees West 37-3/4 perches to iron peg in stone pile, South 24 degrees West 4 perches, North 79 degrees West 17 perches to the place of beginning. Containing 45 acres, more or less.

Surveyed October 10, 1934 by Frank Wilson.

ALSO: All that lot or parcel of ground, situate in Allegany County, State of Maryland, Election District No. 3, described as follows:

It being a tract of land called Goard, surveyed by Jonas L. Street, the 12th day of November, 1833, BEGINNING in the

FILED AND RECORDED APRIL 21, 1954 at 1:20 P.M.

THIS MORTGAGE, Made this **ZIST** day of April, 1954, by and between E. Lester Kolb and Dora E. Kolb, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said E. Lester Kolb and Dora E. Kolb, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Thousand (\$12,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six Per Centum (6%) per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954.

NOW, THEREFORE, in consideration of the premises, and the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said E. Lester Kolb and Dora E. Kolb, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All those two pieces, parts and parcels of land lying, and being in Allegany County, State of Maryland, and more particularly described as follows:

Being, all those lots, pieces or parcels of ground and being situated in and around what is generally known as Dickerson Hollow, about 3 miles Southwesterly from Flintstone, in Election District No. 3 of Allegany County, State of Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a large Sugar tree bearing 9 notches and standing on top of a ridge one perch East of the Break-Neck Road, and about one perch North of the division fence between the George W. Holtzman farm and this property, it also being about opposite on the East side of the said Break-Neck Road where the division fence between the A. E. Johnson and George W.





1

Н

Holtzman farms come to the said Break-Neck Road, and running thence, North 84 degrees West one perch into the Break-Neck Road. thence in and with said road, North 45 degrees East 17 perches, North 24 degrees East 20-3/4 perches and 3 links to where the aforesaid road joins with the Dickerson Hollow Road, thence in and with the Dickerson Hollow Road, South 63 degrees East 12-3/4 perches, then leaving said road and running with the 21-22 and 23rd lines of the A. E. Johnson's farm, North 382 degrees East 21-374 perches to stone pile, North 34 degrees Rast 11th perches to atone pile, North 72g degrees West 3 perches to a corner fence post, near the East end of a large rock, thence with the division fence between this property and the Norval P. Willison farm, North 56 degrees East 24 perches to a large forked Chestnut-oak tree. standing in the corner of the division fence between this property, the Norval P. Willison and the Jesse Browning farm, thence with the said division fence, South 22% degrees East 4% perches, South 40 degrees East 43 perches, South 42 degrees East 14 perches, South 46% degrees East 10 perches, South 37% degrees East 13% perches, South 53½ degrees East 13½ perches, South 24-3/4 degrees East 26 perches, to the end of $8\frac{1}{4}$ perches on the 51st line of the John Slider farm, then reversing the remainder of said line, as also the 50-49-48-47 and part of the 46th line thereof, North 84 degrees West 8t perches to the Hickory tree 4 notches, North 78t degrees West 14½ perches to iron peg, North 81½ degrees West 54 perches to large Elm tree 3 notches, still North 812 degrees West 2 perches into the center of the Dickerson Hollow Road, still North 811 degrees West 19-3/4 perches to iron peg, standing on a steep bank, about 2 perches South of Dickerson Hollow run or branch, this corner is witnessed by a small Maple tree 3 notches, standing 5 links Southeastwardly from this corner, South 2 degrees East 5t perches, then leaving the lines of the John Slider farm and running with the division lines between this property and the aforesaid mentioned George W. Holtzman farm, North 56 degrees West 37-3/4 perches to iron peg in stone pile, South 24 degrees West 4 perches, North 79 degrees West 17 perches to the place of beginning. Containing 45 acres, more or less.

Surveyed October 10, 1934 by Frank Wilson.

ALSO: All that lot or parcel of ground, situate in Allegany County, State of Maryland, Election District No. 3, described as follows:

It being a tract of land called Goard, surveyed by Jonas L. Street, the 12th day of November, 1833. BEGINNING in the

center between a bounded Hickory and bounded Red Oak, standing at or near the end of 72 perches on the 10th and last line of a tract of land called Addition of Johnson's Folly, surveyed for Nathan Robinette, the 25th day of September 1815, and running thence North 17 degrees East 80 perches, then West 85 perches, South 58 perches, then by a straight line to the beginning containing thirty-one and seven-eighths (31-7/8) acres, more or less in fee simple.

EXCEPTING, HOWEVER, from the above described land all those two parts or parcels thereof which were heretofore conveyed by the said E. Lester Kolb and Dora E. Kolb, his wife, one of said parcels was conveyed to William A. Kolb and wife by deed dated December 24, 1947, and recorded in Liber No. 218, folio 502 of the Land Records of Allegany County, which said deed conveyed 0.92 acres, more or less; and the other exception being a conveyance made by the said E. Lester Kolb and Dora E. Kolb, his wife, to Edward L. Kolb and wife, by deed dated November 4, 1952, and recorded in Liber No. 247, folio 461 of said Land Records, which deed conveyed 28.8 acres, more or less.

It being part of the same land which was conveyed unto the said Mortgagors by James W. Allen and wife, by deed dated April 24, 1935, and recorded in Liber No. 172, folio 410, of the Land Records of Allegany County.

ALSO: All of the following described tract of land situated in Election District #3, on the Murley's Branch Road near Flintstone, in Allegany County, State of Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at an iron peg in the center of the Dickerson Hollow Road, it being at the end of a reference line drawn from the center of a large Elm tree bearing 3 notches and standing on the North side of the Dickerson Hollow Road and in a division fence, North 81½ degrees West 2 perches, thence running in and with said Road, South 36-3/4 degrees East 10½ perches and 2 links, South 46-3/4 degrees East 69½ perches, South 57½ degrees East 26 perches, this corner being at the end of a reference line drawn from the center of a Black Oak tree bearing three notches and standing on the South edge of said road, North 56½ degrees East ½ perch, then leaving said road, South 43½ degrees West 7 perches and 5 links to iron peg, thence with the division fence between this property and William Deffinbaugh and wife's farm, South 67-3/4 degrees West 12 perches to edge of a private road, South 52 degrees West 12 perches and 3 links, South 46½ degrees

CALL.

ľ

West 7 perches to an anciently marked White Oak 3 notches, South 32½ degrees West 8 perches, South 30½ degrees West 10-3/4 perches South 30 degrees West 15 perches, South 21½ degrees West 12-3/4 perches, South 16-3/4 degrees West 16 perches to a Red Oak 4 notches, South 13-3/4 degrees West $12\frac{1}{2}$ perches to a Chestnut Oak 4 notches, South 16 degrees West $9\frac{1}{4}$ perches to a White Oak 4 notches, South 13 degrees West $13\frac{1}{4}$ perches and 2 1 nks to an anciently planted stone, standing 'n corner of old fence, then with the division fence between this property and J. R. House Farm. North 85 degrees West 21-3/4 perches to a Sugar tree 4 notches, North 88-3/4 degrees West 9 perches, North 30% degrees West $12\frac{1}{4}$ perches to a Chestnut Oak 4 notches, North 84 degrees West $21\frac{1}{4}$ perches to a large White Cak 4 notches, still North 84 degrees West 11 perches to iron peg at corner of fence near a large Black Oak, thence with the division fence between this property and George W. Holtzman farm, North 21 degrees East 11 perches, North $23\frac{1}{2}$ degrees East $6\frac{1}{4}$ perches to a Hickory 4 notches, North 16 degrees East $8\frac{1}{6}$ perches, still North 16 degrees East 54 perches, North $18\frac{1}{2}$ degrees East 29-3/4 perches, North 13 degrees East 6 perches, North 20 degrees East $29\frac{1}{2}$ perches, North $3\frac{1}{2}$ degrees East 9 perches to a Chestnut Oak 6 notches, still North $3\frac{1}{2}$ degrees East 11 perches with old division fence between this property and E. Lester Kolb property, formerly known as the Isaac Drake property, North 2 degrees West 29 perches to iron peg, standing 5 links Southwardly from a small maple tree bearing 3 notches and standing on a steep bank about 21 perches from Dickerson Branch, South $81\frac{1}{2}$ degrees East 19-3/4 perches to the place of beginning, containing 78 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Martin L. Kolb and wife, by deed dated April 19, 1935, and recorded in Liber No. 172, folio 407, one of the Land Records of Allegany County.

ALSO: All that lot, piece, or parcel of ground situate, lying and being on the South side of The National Highway (U. S. Route 40) near and Northwesterly of the Village of Flintstone, Maryland, and which said parcel of ground is more particularly described as follows, to-wit:

BEGINNING at an iron pin driven on the South side of said National Highway and at a point 81 rods Westerly from the Westerly line of the land owned by Curtis Nash, this pin also being the starting point of the lot designated as No. 1 in the deed from Paul M. Fletcher, Trustee to Tressa G. Hoover, at us, and

which said deed is recorded in Liber No. 206, folio 568, one of the Land Records of Allegany County, Maryland, and being dated the 31st day of December, 1945; thence with said first line and continuing along and with the first line of lot designated No. 2 in the above-mentioned deed, South 20.5 degrees West 217.8 feet to an iron pin; thence leaving said first line of Lot No. 2, North 79.5 degrees West 100 feet to an iron pin; thence North 20.5 degrees East 252 feet to an iron pin driven beside said National Highway; thence with said Highway, South 67 degrees East 100 feet to the place of beginning, containing in all one-half acre, more or less.

It being the same property which was conveyed unto the said Mortgagors by Clarence E. Simmons and wife, by deed dated April 14, 1954, and duly recorded immediately prior to this Mortgage among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the r ghts, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators, or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Twelve Thousand (\$12,000.00) Dollars, together with the interest thereon when and as the same becomes due and payble, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the Mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

1 24

li

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property and on the Mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said Mortgage debt, the interest thereon, and all public charges and assessments when legally demandable: and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in the payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith; and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the

Mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Twelve Thousand (\$12,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

1 26 1

Thomas & Keach

Edesta Noll- (SEAL)

Dora & Kolt (SEAL)

STATE OF MARYLAND
ALLEGANY COUNTY

TO WIT:

I HEREBY CERTIFY, That on this 21ST day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared E. Lester Kolb and Dora E. Kolb, his wife, and each acknowledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgage and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed by 13, my Notarial Seal the day and year above written.

Janes Missel

LIBER 304 PAGE 143

The Sh Legg atty city

FILED AND RECORDED APRIL 20, 1954 at 1:40 P.M.

This Mortgage, Made this 1777 day of APRIL in the year Nineteen Hundred and Wask Pifty-four by and between
Emme Smith
of Allegany County, in the State of Maryland
part y
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:
CObcreas, the said mortgagee has this day loaned to the said mortgagor , the sum of
Five Hundred Dollars & 00/100 (\$500.00) Dollars,
the date hereof, at the rate of 6 per cent, per annum, in the manner following:
By the payment of Fifteen & 00/100 (\$15.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, the payment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.
10000000000000000000000000000000000000

Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southerly side of the Neil Road in the Cumberland Improvement Company's Eastern Addition to Cumberland, in Allegany County, Maryland, known and designated as Let No. 483 on the plat of said addition and particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of the Neil Road at the end of the first line of Lot No. 482, and running then with the southerly side of said Neil Road, South 61 degrees 49 minutes East 40 feet, then at right angles to said Neil Road, South 28 degrees 11 minutes West 180 feet to the northerly side of Reynolds Street, and with it, North 42 degrees West 42½ feet to the end of the second line of said Lot No. 482, and reversing said second line, North 28 degrees 11 minutes East 165½ feet to the place of beginning.

Being the same property which was conveyed unto Thomas J.
Smith and Emma Smith, his wife, by deed from Fuller Barnard, Jr.,
Trustee, dated September 29, 1931 and recorded in Liber No. 166, folio
377 Land Records of Allegany County, Maryland, the said Thomas J.
Smith having heretofore departed this life complete title to said
property is vested in Emma Smith by operation of law.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain ail buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or eause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

it is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant s to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to the said mortgagor , her heirs or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagor , her representatives, helrs or assigns.

And the said mortgagor , further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Five Hundred & 00/100 - - (\$500.00) - - - Dollars</u> and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.</u>

End the said mortgagor , as additional security for the payment of the indebtedness hereby secured, do ss hereby set over, transfer and assign to the mortgagee, its successors and assigns, ail rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect ail rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor , for herself and her heirs, personal representatives, do Ss. hereby covenant with the mortgagee as foliows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of ail lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of ail llens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor in the provided in the mortgage in any other manner, without

1 1/4 1

the mortgage's written consent, or should the same be encumbered by the mortgagor heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

mittigss, the hand and seal of the said mortgagor

Altered Ham

Comma Smith Sout /4 (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 17 TH day of APRIL

in the year nineteen hundred and triv Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Emma Smith, widow,

the said mortgagor herein and she acknowledged the aforegoing mortgage to be her act and deed; and at the same time before me also personally appeared George W. Legge.

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WIVESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

Mitgel Neyser &

FILED AND RECORDED APRIL 22, 1954 at 10:05 A.M.

THIS MORTGAGE, Made this 20th day of April, in the year Nineteen Hundred and Fifty-four, by and between Minnie Lee Boyce Riley and Walter Riley, her husband, of Allegany County, in the State of Maryland, parties of the first part, and Farmers and Merchants Bank of Keyser, West Virginia, a corporation, of Mineral County, in the State of West Virginia, party of the second part,





1 34 1

WITNESSETH: Whereas, Minnie Lee Boyce Riley and Walter Riley, her husband, are indebted to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, as evidenced by a negotiable promissory note bearing even date herewith, executed by the said Minnie Lee Boyce Riley and Walter Riley, her husband, to the order of the said Farmers and Merchants Bank of Keyser, West Virginia, in the sum of Four Thousand Three Hundred Fifty Dollars (\$4,350.00), with interest, at its Banking House in Keyser, West Virginia.

This note is payable in monthly instalments of Sixty (\$60.00) Dollars each due on the 29th day of each month hereafter until the entire principal sum, with interest, has seen paid.

Lefault in the payment of any one of said monthly instalments of Sixty (\$60.00) Dollars, when due, shall at once cause the entire principal sum of said note to become due and payable.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Minnie Lee Boyce Riley and Walter Riley, her husband, do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its assigns, the following property, to-wit:

All those two certain tracts or parcels of land situated, lying and being in election District No. 7, between the Village of Dawson and the Village of Rawlings, in Allegany County, Maryland, and more particularly described by metes and bounds as follows:

1. BEGINNING at a large white cak tree, the beginning corner to the tract of which this is a pert, standing in the scutherly line of a tract of land called "Deer Park" and running, thence, with a portion of a line thereof and the first original line, N. 43° 32' E. 770 feet to an iron stake fourth corner to a tract of 42.4 acres sold to Conrad J. Roby by deed dated October 29, 1947; thence, reversing the third line thereof, S. 42° 25' E. 2995 feet to an iron stake in the west boundary line of the McMullen Highway; thence, leaving the said 42.4 acre tract and running with said Road line and a portion of the seventh original line, S. 56° 30' W. 222 feet to an iron stake in said Road line by a large flat stone; thence, S. 63° 00' W. 330 feet to another iron stake, the last original corner; thence, with the last original line, N. 46° 27' W. 2796.7 feet to the BEGINNING, containing 43.5 acres, more or less, and being part of a tract of 88 acres which was conveyed to the said Minnie Lee Boyce (now Minnie Lee Boyce Riley) by Mahala Flanagan, widow, by deed dated the 9th day of November, 1931, and recorded among the Land Records for Allegany County, Maryland, in Liber No.166 felio 591.

2. BEGINNING at a locust post at the intersection of two wire fences in the north boundary line of the McMullen Highway (U.S.Route 220), beginning corner to the tract of which this is a part, and running, thence, with said road boundary and a part of the first line of the tract of which this is a part, by old calls, S. 61° 52' W. 100 feet to an iron stake; thence, leaving said road boundary and making a new division line, N. 46° 01' W. 251.5 feet to an iron stake in the Gas Company's right-of-way near a gas meter; thence, with said right-of-way, N. 51° 30' E. 100 feet to a stake in a wire fence, 4th corner to the original tract; thence, with the 4th original line, S. 44° 33' E. 267 feet to the place of BEGINNING, containing 58/100 of one acre, more or less, and being the same real estate which was conveyed to the said Minnie Lee Boyce Riley, as Minnie L. Riley, by Conrad J. Roby, unmarried, by deed dated the 29th

day of October, 1947, and to be recorded among the Land Records for Allegany County, Maryland, prior to the recording of this Mortgage, subject, however, to the reservation contained in said deed.

TOGETHER with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Minnie Lee Boyce Riley and Walter Riley, her husband, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bink of Keyser, West Virginia, a corporation, or its assigns, the aforesaid sum of Four Thousand Three Hundred Fifty(\$4,350.0) Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Minnie Lee Boyce Riley and Walter Riley, her husband, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Minnie Lee Boyce Riley and Walter Riley, her husband, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesai. or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Farmers and merchants Bank of Keyser, mest Virginia, a corporation, or ita asaigns, or Joseph A. Blundon. its duly constituted attornsy or agent, are hereby authorized and empowered, a any time thereafter, to sall the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thersof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sals in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sals to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party salling or making said sale; escendly, to the payment of all monsys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said Minnie Lee Boyce Riley and Walter Riley, her husband, their heirs or assigns, and in case of advertisement under the above power but no sale, ons-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said Minnie Lee Boyce Riley and Walter Riley, her husband, furths covenant to insure forthwith, and pending the existence of this mortgage, to

keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Three Hundred Fifty(\$4,350.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mort agee, its assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage deot.

alTNass, the hands and seals of said mort agors:

Attest

S.CB.

Minnie Lee Bryce Riley

Walter B. Riley

STA 2 OF WEST VIRGINIA. MINERAL COUNTY, to-wit:

I hereby certify, that on this ____ day of April, in the year nineteen hundred and Fifty-four, before me, the subscriber a Notary Public of the State of West Virginia, in and for said County, personally appeared Minnie Lee Boyce Riley and Walter Riley, her husband, and did acknowledge the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Floyd C. Boor, Cashier of Farmers and Merchants Bank of Keyser, West Virginia, a corporation, the within named mortgagee and made dona fide as therein set forth.

WITNESS my hand and Notaria.

We commission expires cath in due form of law, that the consideration in said mortgage is true and

WITNESS my hand and Notarial Seal the day and year aforesaid.

1 30

Notary Jublic Kenight

To Earl & Manges, acty Oly

FILED AND RECORDED APRIL 22, 1954 at 9:00 A.M.

This Mortgage,	Made this 20	7	day of ADI	-11
in the year Nineteen Hundred	and Fifty-Lour			Value of the second
James w. wiegand and D		nis	wife,	by and between

Allegany County, in the State of Mary land parties of the first part, and Linns K. Litzenburg



Allegany County, in the State of Maryland of the second part, WITNESSETH:

Unbercas, the Parties of the First Part are justly and bona fidely indebted unto the Party of the Second Part in the full and just sum of Six Hundrec Fifty (\$650.00) bollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum until fully paid, and which said sum shall be repaid at the rate of Thirty-five (\$35.00) bollars per month, the first of which said monthly payments shall become due and payable one month after the last payment is due and payable on that certain mortgage dated day of January, 1952, between James W. Wiegand and Doris M. Wiegand, his wife, and Lennie R. Deffinbaugh and which said mortgage is recorded among the Morrgage Records of Allegany County, Maryland, in Liber No. 256, folio 458; and in the meantime the interest on said sum at the rate of 6% per annum shall become due and payable monthly; however, in the event that the aforesaid mortgage shall become in default and be foreclosed, then, and in that event, the principal sum and interest of this mortgage shall become due and payable at the same time and this mortgage may be foreclosed simultaneously with the foreclosure of the aforesaid mortgage; with the right reserved unto the mortgagors to prepay any and all of said principal sum and interest at any time prior to its maturity.

Bow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said. James W. Wiegand and Doris M. Wiegand, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said Linna R. Litzenburg, her

heirs and assigns, the following property, to-wit:

All that parcel of land situate; lying, and being on the northerly side of Third Street in the City of Cumberland, Mary and which is more particularly described as follows, to-wit: Maryland,

BEGINNING for the said lot at a point on the northerly side of Third Street, distant North 69 degrees 50 minutes West 165.2 feet from the intersection of the westerly side of Oak Street with the from the intersection of the westerly side of Oak Street with the northerly side of Third Street; and running thence with the northerly side of Third Street, North 69 degrees 50 minutes West 16.8 feet to the easterly side of Oid Alley as now laid out; and running thence with the easterly side of said Alley, North 20 degrees 10 minutes East 89 feet; thence South 69 degrees 50 minutes East 16.8 feet to a point distant 165.2 feet from Oak Street; thence with Oak Street, South 20 degrees 10 minutes West 89 feet to the place of beginning. The AFORESAID PROPERTY is the same property conveyed by deed dated the loth day of January, 1952, by and between Earl E. Manges, Trustee, and James W. Wiegand and Doris M. Wiegand, nis wife, and which said deed is recorded in Liber No. 238, folio 91, one of the Land Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and Improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said James w. Wiegand and Doris M. Wiegan, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Linna k. Litzenburg, her executors, administrator sor assigns, the aforesaid sum of Six Hundred Fifty (\$650.00) bollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said. James w. wiegand and Doris M. Wiegand, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. James W. Wiegand and Doris M. Wiegand, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, heirs, executors, administrators and assigns, or Earl E. Manges hls, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty day's rotice of the time, place, manner and terms of saie in some newspaper published in famous charges of the time, place, manner and terms of saie in some newspaper published in famous charges of the time, place, manner and terms of saie in some newspaper published in famous charges of the time, place, manner and terms of saie in some newspaper published in famous charges of the time, place, manner and terms of saie in some newspaper published in famous charges of the time. from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said James W. Wlegand and Doris M. Wiegand, his wife, their In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Hnd the said James W. Wiegand and Doris M. Wiegand, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Hundred Fifty (\$650,00) -----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

heirs or assigns, to the extent

to inure to the benefit of the mortgages , her

1 mg

	Hittiess, the hand and seasof said mortgagors:
	Attest: James W. Wiegand [SEAL] Doris M. Wiegand [SEAL]
	State of Maryland, Allegany County, to-wit:
22.2	Interchy crrtify. That on this 20 day of April in the year nineteen Hundred and Fifty -10ur before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared James w. Wiegand and Doris M. Wiegand, his wife, and each acknowledged the aforegoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared Lina R. Lietzenburg the within named mortgagee, and made oath in due form of law, that the consideration in said the is true and bona fide as therein set for forth.
1	WIVESS my hand and Notarial Seal the day and year aforesaid.

Ead Edmand Many Public.

The St. Lagge they by

PURCHASE MONEY.

This Mortgage, Made this 2/37 day of APRIL in the year Ninetien Hundred and Fasty Fifty-four by and between

James V. Viegand and Deris H. Viegand, his vife.

of Allegany County, in the State of Maryland
part 188 of the first part, hereinafter called mortgagor s , and First Federal Savings and Loap
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH-

1 24 1

Whereas, the said mortgagee has this day loaned to the said mortgagors. the sum of Fifty-six Hundred Seventy 4 00/100 - - (\$5670.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the Mate of 42 per cent per annum, in the manner following:

By the payment of Forty-three & 38/100 - - (\$43.38) - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground cent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagore do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the westerly side of Light Street known and designated as Lot No. 1 M and part of Lets Nos. 15 and 16 adjoining thereto as shown on the amended Plat No. 2 of Bowmans Cumperland Valley Addition on or near the Valley Road approximately one mile in a northeasterly direction from the City of Cumberland, Allegany County, Maryland, the plat of which said addition is recorded in Liber No. 1, folio 28 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of Light Street at the intersection with Light Street of the 8th line of a tract of land conveyed in a deed from Arthur E. Light to George D. Martin dated September 6, 1922, which is recorded in Liber No. 141, folio 285 one of the Lend Records of Allegany County, Maryland, and running then with the westerly side of Light Street South 40 degrees 32 minutes West 40 feet to the northerly line of Let No. 2M in said addition, and then with the northerly line of said Lot No. 2M North 48 degrees 40 minutes West 200 feet to the easterly side of an alley, then with said alley North 40 degrees 32 minutes East 70.9 feet, then South 47 degrees 40 minutes East 200 feet to the westerly side of Light Street and then with said Light Street South 40 degrees 32 minutes West 30 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James F. Bittner and Margaret E. Bittner, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, Simultaneously

with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all bulldings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

it is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do

covenant that they will execute such further assurances as may be requisite

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors , <u>their</u> heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein orkheir part to be performed, then this mortgage shall be void.

And it is Agrred that until default be made in the premises, the said mortgagors may hold and possess the aforesald property, upon paying in the meantlme, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to the said mortgagors , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, helrs

And the said mortgagor, further covenant to insure forthwith, and pending the existence of the mortgage, to keep inaured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-six Hundrad Saventy & 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, its successors or assigns, to the extent of its lien or claim mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

A m b the said mortgagor g , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default under to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all liens for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mertgagor s to keep the buildings on said property in good condition of repair, the mortgage may immediate repayment of the debt hereby secured and the failure of the mortgagee may immediate repayment of the debt hereby secured and the failure of the mortgagee for a period of thirty days shall constitute a breach of his mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute

mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of sald premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor 8 , by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagor 8, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Wittens. the handsand sealenf the said mortgagors.

Attest:	
0	Lamerille Ville - 1 min
A. 1K.	James W. Wiegand SEAL
& Mad X Van	Doris M. Wiegand SEAL

State of Maryland, Allegany County, to-wit:

1 24

I hereby certify, That on this 21st day of APRIL

in the year nineteen hundred and ferry Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for sald County, personally appeared

James W. Wiegand and Doris M. Wiegand, his wife,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to betheir act and deed; and at the same time before me also personally appeared Gaorge W. Legge.

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

WITNERS my hand and Notarial Seal the day and year aforesaid.

Notary Public

Compared and Mesent Deveredon To Les St. Lange acts City

FILED AND RECORDED APRIL 22, 1954 at 12:45 P.M. PURCHASE MONEY

This Anringe, Made this 2/17 day of APRIL in the
by and between
Patrick J. Murphy and Carola Darlana
Murphy, his wife,
of Allagany County, In the State of Maryland part 108 of the first part, hereinafter called mortgagors , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:
1972

Twenty-eight Hundred Eighty & CO/100 - - - (\$2880.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the date of 42 per cent. per annum, in the manner following:

By the payment of Twenty-five & 95/100 - - (\$25.95) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said Indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor of give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lote and parcels of land on the sactarly sids of Summit Avanus in the City of Cumbarland, Allegany County, Maryland, known and designated as Lote Nos. 21, 22, 23, 24, 25, and 26, Block No. 4 in Fort Hill Addition, a plat of which is recorded in Plat Book 1, folio 23 among the Land Records of Allegany County, Maryland, which eaid lote are more particularly described as a whole as follows, to-wit:

Beginning for the same on the easterly side of Summit Avanue at the end of the first line of Lot No. 20, Block No. 4, in said addition and running then North 2 degrees, 30 minutes East 50.4 feet, then North 43 degrees 15 minutes East 158.1 feet to the wasterly side of an alley, then with said alley South 8 degrees 15 minutes West 180 feet to the end of the second line of said Lot No. 20, and then with said second line reversed North 81 degrees 45 minutes West 85 feet to the place of beginning.

Being the ease property which was conveyed unto the parties of the first pert by deed of Albert F. Stine and F. Elrose Stine, his wife, of even date, which is intended to be recorded among the Land Recorde of Allegany County, Maryland, eimultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

George W. Legg.

its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall be at the helms of the payment of the same shall be at the helms of the payment of the same shall be at the payment of all expenses incident to the payment of all moneys owing under this mortgage, whether the same shall be at the payment of the payment

have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-eight Hundred Eighty & 00/100 = __ = Doilars and to cause the policy or policies Issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indehtedness herehy secured, do herehy set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is herehy authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselvesand their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all isens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall mental isvies that may be made on the mortgaged property, on this mortgage or note, or in any waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the demand the immediate repair of said huildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreciose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of

LIBER 304 PAGE 157

any security for the debt) to the appointment of a receiver to collect the rents and profits of said gaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voiuntary or invoiuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Wittess, the hand and sea sof the said mortgagors.

Attest:

Petrieb J. Murphy (SEAL)

Carole Darlene Murphy (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 2/17 day of APRIL

in the year nineteen hundred and xxxx Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Patrick J. Murphy and Carele Darlene Murphy, his wife,

and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Walness my hand and Notarial Seal the day and year aforesaid.

Notary Public

FILED AND RECORDED APRIL 23, 1954 at 8:30 A.M.

This Morigage, Made this 20th. day of March

in the year

Nineteen Hundred and Fifty-four by and between

JOHN LEATHERLAN and KLIZAHETH LEATHERNAN, his wife.

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine aswell as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

(\$1,500.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Forty-seven - - - - - - - - - - - - - - 20/00

Dollars.

(\$47.20) commencing on the 20th, day of Mny day of each month thereafter until the principal and interest are and on the 20th. fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 20th. day of April , 1957 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof. .

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

JOHN LEATHERMAN and ELIZABETH LEATHERMAN, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

All that lot, piece or parcel of ground situated near Carlos Junction, in Mection District No. 18 in Allegany County, Maryland, and being more particularly described as follows:

MEGINGING for the same at a point in the center line of the State Road leading from Frostburg to Lonsconing, said point being at the end of 147.46 feet on the first line of a deed from The Consolidation Coal Company, a corporation, and others to David Leathernen, Jr., dated September 10, 1931 and recorded among the Land Records of Allegeny County, Maryland, in Liber No. 166, folio 566, and running



1 40

LIBER 304 PAGE 159

thance with the remaining part of said first line of said percel of ground and with all the second line and part of the third line thereof, South 13 degrees 12 minutes west 115 fact, thence North 72 degrees 35 minutes West 159 fact, thence North 16 degrees 28 minutes East 110 feat, thence running across the aforesaid original percel of ground, South 74 degrees 30 minutes East 151.5 feet to the place of beginning; containing .17 of an acre, more or leas.

HEING the same property conveyed to the anid John Leatherman and Elizabeth Leatherman, his wife, by daed from David Leatherman, Jr., unmarriad, dated July 29th, 1938 and recorded in Libar No. 181, folio 181 among said Land Records of Allegany County, Maryland.

П

П

1

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the sama to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Aliegany County, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incldent to such sale including taxes, and a commission of eight per cent. to the party selling or making said saie; secondly, to tha payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the sald mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and pald by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

ONE THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$1,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgages on or before March 15th of each year tax receipts evidencing the payment of all lawfuily imposed taxes for the preceding calendar year; to deliver to the mortgages receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payabie and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any

LIBER 304 PAGE 160

part thereof, and upon the failure of the mortgagor to keep the buildings on sald property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race

John Leatherman (SEAL)

goldh Leatheman (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 20th. day of Marses April In the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JOHN LEATHERMAN and ELIZABETH LEATHERMAN, his wife,

and each acknowledged the foregoing mortgage to be their respective.

act; and at the same time, before me also personally appeared within Kreiling.

FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said within Kreiling and further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF. I have hereto set my hand and affixed my Notarial Seal the day and managed written.

OTARA

1 20 1

Ralph M. Race

Notary Publi

Compared and celling rates Selbler Fally Jack Jacks Sound No.

FILED AND RECORDED APRIL 23, 1954 at 10:00 A.M.

This Martiage, Made this 2/52 day of November in the year Nineteen Hundred and Fifty Three , by and between

Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife,

part ies of the first part, and Margaret M. Stender

of Wayne County, in the State of Michigan

part y of the second part, WITNESSETH:

Milbercas, the said parties of the first part stand indebted unto the said Margaret M. Standar, party of tha second part, in the just and full sum of One Thousand and Saventy Dollars (\$1,070.00) to ba paid without interast, said principal to be repaid in monthly installments of at least Twenty Dollars (\$20.00), tha first of said payments to bacome due thirty days from tha data of thase prasants and each and every thirty days thareaftar until the whole principal is paid in full, to secure which said principal, thase presents are made. Said parties of the first part hereby covenant to pay to the party of the sacond part, her successors or assigns, the monthly payments as and when the same is due and payable. The parties of the first part shall have the right at any time to prepay any or all of the outstanding indebtedness accrued by this instrument.

This Mortgaga is exacuted to secure part of the purchase money for the property herein described and convayed and is, therefore, a Purchase Money Mortgage.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Delbart L. Fazenbaker and

Delphia M. Fazanbaker, his wife

do give, grant, bargain and sell, convey, release and confirm unto the sald

Margarat M. Stender, her

helrs and assigns, the following property, to-wit:

All of that certain farm property located in Election District No. 15, near the Town of Lonaconing, Allegany County, Maryland, the same having been conveyed to Louia J. Miller, deceased, by the George's Creek Coal and Iron Compeny by three asparate daeds, dated and recorded as follows:

Engrey L. Stender, her hundred and seventy Dellars (\$1070.00) executor administrator or assigns, the aforesaid sum of Ten Hundred and Seventy Dellars (\$1070.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. But it is Reced that until default be made in the premises, the said. Delbert L. Fezenbeker and Delphia E. Fezenbeker, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. Delbert L. Fezenbeker, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Margaret E. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to th	71.07:	Dued dated June 26, 1895, recorded in Liber No. 78, folio 43, among the Land Records of Allegeny County.
Specific reference to the above deeds is made for a norse accurate description thereof. Together with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said Delbert L. Ferenbuker and Delphin L. Pazenbuker, his wife, hers, executors, administrators or assigns, do and shall pay to the said hereof, his wife, hers, executors, administrators or assigns, do and shall pay to the said hereof, his wife, and the meantime do and shall perform all the covenants herein on. Their part to be performed, then this mortgage shall be void. But it is Right to the thin mortgage shall be void. But it is Right to the thin mortgage shall be void. But it is Right to the thin mortgage shall be void. But it is Right to the thin mortgage shall be void. But it is Right to the thin mortgage shall be void. But it is Right to the thin mortgage shall be void. But it is Right to the thin mortgage shall be void. But it is Right to the thin mortgage shall be void. But it is reached the thin mortgage shall be void. But it is reached the thin the t	SECTION	10110 010, a one the Land Records of Allerany County
Cogether with the buildings and improvements thereon, and the rights, roads, waya, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said Belbert L. Fezenbaker and Belphin E. Fezenbaker, his wife, their, executors, administrators or assigns, do and shall pay to the said hencer, his wife, their, executors, administrators or assigns, do and shall pay to the said hencer, his wife, and an analysis and the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. But it is figured that until default be made in the premises, the said believe the meantime, all taxes, assessments and public liens levied on said property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Margaret E. Stonder, her heirs, executors, administrators and assigns, or his, her or their heirs or hereby mortgaged or on much	THIRD:	TOTTO SIC, SECOND LAND RECORDS OF Allegeny County
Drovides, that if the said Delbert L. Fezenbaker and Delphia E. Pazenbaker, his affe, their, executors, administrators or assigns, do and shall pay to the said here, the said seventy administrator or assigns, the aforesaid sum of the foundred and Seventy Dollars (\$1070.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. But it is Rigred that until default be made in the premises, the said Delbert L. Fezenbaker and Delphia E. Fezenbaker, his affe, mortgage debt and interest thereon, the said Delbert L. Fezenbaker and Delphia E. Fezenbaker and Delphia F. Fezenbaker and Delphia F. Fezenbaker, his affe, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Margeret E. Stonder, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time therester, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be a public action for each, and the proceeds arising round and a commission of eight per cent to the party selling or making gaid asle; secondly, to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent to the party selling or making gaid asle; secondly, to the payment of all expenses incident to such sale, including all cases levied, and a commission of eight per cent to the party selling or making gaid a		a nore accurate description thereof.
Drovices, that if the said Delbert L. Fezenbaker and Delphin L. Fazenbaker, his aire, their, executors, administrators or assigns, do and shall pay to the said Kerreret L. Stender, her executor, administrator or assigns, the aforesaid sum of Ten Hundred and Seventy Dellers (\$1070.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Had it is Refect that until default be made in the premises, the said Delbert L. Fezenbaker and Delphin E. Fezenbaker, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Delbert L. Fezenbaker and Delphin M. Fezenbaker, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby accured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Markert E. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therefor as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, and in some newspaper published in Cumberland, Maryland, which said said shall be at public auction for		
Engrey L. Stender, her hundred and seventy Dellars (\$1070.00) executor administrator or assigns, the aforesaid sum of Ten Hundred and Seventy Dellars (\$1070.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. But it is Reced that until default be made in the premises, the said. Delbert L. Fezenbeker and Delphia E. Fezenbeker, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. Delbert L. Fezenbeker, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Margaret E. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to th		
Engrey L. Stender, her hundred and seventy Dellars (\$1070.00) executor administrator or assigns, the aforesaid sum of Ten Hundred and Seventy Dellars (\$1070.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. But it is Reced that until default be made in the premises, the said. Delbert L. Fezenbeker and Delphia E. Fezenbeker, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. Delbert L. Fezenbeker, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Margaret E. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to th	Provided,	that if the said Delbert L. Fezenbaker and Delphia M. Fazen-
executor administrator or assigns, the aforesaid sum of Ten Hundred and Seventy Dollars (\$1070.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Hand it is Rigreed that until default be made in the premises, the said Delbert L. Fazenbaker and Delphia E. Fazenbaker, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Delbert L. Fazenbaker and Belphia E. Fazenbaker, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Largaret E. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have be	baker, his wife	their heirs, executors, administrators or assigns, do and shell new to the said
Dollars (\$1070.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on. their part to be performed, then this mortgage shall be void. **BRD it is **Rgreco** that until default be made in the premises, the said.** Delbert L. Fezenbeker and Delphia E. Fezenbeker, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. Delbert L. Fezenbeker, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Margaret E. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereaffer, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Marjand, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been them matured or not; and as to the balance, to pay it over to the said. Delbert L. Fezenbeker		Larraget 1. Standar has
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on. their part to be performed, then this mortgage shall be void. Had it is Ricco that until default be made in the premises, the said. Delbert L. Fezenbeker and Delphia E. Fezenbeker, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. Delbert L. Fezenbeker and Delphia E. Fezenbeker and Delphia E. Fezenbeker and Delphia E. Fezenbeker, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in say agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Morgaret E. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereaffer, to sell the property hereby mortgaged or so much thereof, his, her or their heirs or assigns, which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Marjand, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been them matured or not; and as to the balance, to pay it over to the said Delbert L. Fezenbeker and Delphia M. Fezenbeker, first wife,	avantos administrator	
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on		
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, when leading the entire mortgage debt intended to be hereby accured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Margaret E. Stender, her hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to whit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale hall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Delbert L. Fazenbaker and Delbert L. Fazenbaker his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagors. Their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the abo		1.751 HA-757 2)
Bnd it is Rgreed that until default be made in the premises, the said		CONTRACTOR OF THE SECOND SECON
Bnd it is Egreed that until default be made in the premises, the said		
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. Deliert L. Fezenbaker and Delibhip L. Fazenbaker, his wife, hereby covenant, to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby accured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Markaret E. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission hall be allowed and paid by the mortgagors, their representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission hall be	performed, then this	mortgage shall be void.
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. Deliert L. Fezenbaker and Delibhip L. Fazenbaker, his wife, hereby covenant, to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby accured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Markaret E. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission hall be allowed and paid by the mortgagors, their representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission hall be	And it is B	greed that until default be made in the premises, the said
the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. Delight L. Fezenbeker and Delphis L. Fezenbeker and Delphis L. Fezenbeker, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Margaret L. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been them matured or not; and as to the balance, to pay it over to the said Delbert L. Fazenbeker and Delphia M. Fazenbaker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagors, their representatives, heirs or assigns, must feel the payment of the mortgage or heir hereby mortgaged iand to the amount of at least one to the mortgage or her sesions, the improv		
mortgage debt and interest thereon, the said. Delegat L. Fezenbaker and Delphis L. Fezenbaker, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Margaret L. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which said shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Delbert L. Fezenbeker and Delphia M. Fezenbeker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagors, their representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagors, their representatives, heirs or assigns, assigns, the improvements on the hereby mortgage are hereby mortgage, to keep		
Largaret L. Stender, her heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum- berland. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagors, their representatives, heirs or assigns. Had the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, its wife, further covenant to masure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgaged land to the amount of at least One Thousand and Seventy (\$1,070.00)	hereby covenant to p But in case of def terest thereon, in who	sy when legally demandable. ault being made in payment of the mortgage debt aforesaid, or of the in-
heirs, executors, administrators and assigns, or— his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum- berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagors, their representatives, heirs or assigns. Had the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, its wife, further covenant to masure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand and Seventy (\$1,070.00)		
heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum- berland. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. But the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, als wife, further covenant to masure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand and Seventy (\$1,070.00)		
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. Had the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, its wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least one. Thousand and Seventy (\$1,070.00)	his, her or their duly co time thereafter, to sell	istrators and assigns, or onstituted attorney or agent, are hereby authorized and empowered, at any the property hereby mort gaged or so much the second control of the property hereby mort gaged or so much the second control of the second con
and Delphia M. Fazenbaker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. Hand the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least one Thousand and Seventy (\$1,070.00)	or assigns; which sale days' notice of the time berland, Maryland, whi from such sale to apply taxes levied, and a com to the payment of all r	shall be made in manner following to-wit: By giving at least twenty, place, manner and terms of sale in some newspaper published in Cumch said sale shall be at public auction for cash, and the proceeds arising in first to the payment of all expenses incident to such sale, including all mission of eight per cent to the party selling or making said sale; secondly, moneys owing under this mortgage, whether the same shall have been then
that the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. Hand the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least one Thousand and Seventy (\$1,070.00)	matured or not; and as	to the balance, to pay it over to the said Delbert L. Fazenbaker
thall be allowed and paid by the mortgagors, their representatives, heirs or assigns. Had the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, is wife, further covenant to name forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand and Seventy (\$1,070.00)	ind Delphia M. F	szenbaker, his wife, their heir or serious and
further covenant to a sure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least one Thousand and Seventy (\$1,070.00)	ii came of advertisemen	t under the above power but no sale, one-half of the shows commission
further covenant to a sure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least one Thousand and Seventy (\$1,070.00)	Hnd the said	Delbert L. Fazenbaker and Delphia M. Fazenbaker
company or companies acceptable to the mortgagee or her ssigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand and Seventy (\$1,070.00)	is wife,	
ompany or companies acceptable to the mortgagee or her ssigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand and Seventy (\$1,070.00)	nsure forthwith, and pe	anding the existence of this mortgage, to keep insured by some farmer
one Thousand and Seventy (\$1,070.00)	ompany or companies	acceptable to the mortgages or her
One Thousand and Seventy (\$1,070.00)	ssigns, the improvemen	ts on the hereby mortgaged land to the amount of at here
Dollars	One Thousand and	Seventy (\$1.020 00)
nd to cause the policy or policies issued therefor to be an formula	nd to cause the policy	or policies insued therefor to be so framed or endorsed, as in case of fires,

	and the same Decree
	and to some the policy or policies had a therefor to be so free of or such and, so is core of state,
	to inure to the benefit of the mortgagee , her heirs or assigns, to the extent
	policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
	as part of the mortgage dobt
	Witness, the hand and seal of said mortgagor s
	Attest:
	4 1 paren 10-10, -0 00
	Delphia M. Dagentaker [SEAL]
	Delphia M. Jarenbehry (SEA)
	State of Maryland,
	Allegany County, to-wit:
	I hereby certify, That on thin 2157- day of For
	in the year nineteen Hundred and Fifty Thouse before me, the subscriber.
	a Notary Public of the State of Maryland, in and for said County, personally appeared Pelbert L. Fazewbeker Gad Delpia. In. Fazewbeker, his wife
	and they acknowledged the aforegoing mortgage to be their
	act and deed; and at the same time before me also personally appeared heavy and its. Street
	the within named mortgagee, and made oath in due form of law, that the consideration in said
	mortgage true and bona fide as therein set for forth.
13/1	WITHESS my hand and Notarial Seal the day and year aforesaid.
1.1	Carrie 198
	4
_	Notary Public
	system Function

PURCHASE MONEY

This Mortgage, Made this 22 40 day of APRIL'

year Nineteen Hundred and Rossy Fifty-four by and between

George W. Lovenstein and Elizabeth H. Levenstein,

his wife.

part 168 of the first part, hereinafter called mortgagors , and Flrst Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Value cas, the said mortgagee has this day loaned to the said mortgagors, the sum of Nine Thousand & 00/100 - - - - - - (\$9000.00) - - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 41 per cent. per annum, in the manner following:

By the payment of F1fty-six & 97/100 - - (\$56.97) - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the westerly side of Bowling Avenue known and designated as Lots Nos. 22 and 23 in Bowling Green Tenth Addition sometimes known as Bowling Green Gardens on or near McMullen Highway about 2 miles westerly of the City of Cumberland, Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of Bowling Avenue distant North 20 degrees 30 minutes West 279.13 feet from the intersection of the westerly side of Bowling Avenue with the division line between Bowling Green Second Addition and Bowling Green Tenth Addition and running then with said Bowling Avenue North 20 degrees 30 minutes West 73.57 feet, then still with said Bowling Avenue North 13 degrees 2 minutes West 4.3 feet, then leaving Bowling Avenue South 76 degrees 58 minutes West 120.9 feet to the easterly eide of a 15 foot alley, then with said alley South 17 degrees 40 minutes East 19.1 feet, then still with said alley South 20 degrees 30 minutes East 74.04 feet, and then North 69 degrees 30 minutes East 120 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Kermit E. Berg and Mary V. Berg, his wife, effecent date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

1 40 1

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and Improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee. its successors and assigns, forever, provided that if the said mortgagers theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its successors or assigns, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or so much thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the halance, to pay it over to the said mortgages.

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

Hnd the said mortgager s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand & 00/100 - - - (\$9000.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the limediate repayment of the debt hereby secured and the failure of the mortgagors to comply mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgager and property be acquired by any person, persons, partnership or corporation , other than the mortgagor a , by voluntary or involuntary grant or assignment, or in any other manner, without

LIBER 304 PAGE 166

the mortgage's written consent, or should the same be encumbered by the mortgage. The heirs, personal representatives and assigns, without the mortgage's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage deht intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the handsand sealsof the said mortgagor s.

Attest: Elizabeth H. Lovenstein (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 2220 day of APRIL

in the year nineteen hundred and fary Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George W. Lovenstein and Elizabeth H. Lovenstein, his wife,

the said mortgagor g herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge , Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath In due form of law that he had the proper authority to make this affidavit as agent for the sald mortgagee.

Traiss my hand and Notarial Seal the day and year aforesaid. Notary Public

Compared and Moded Delivered to her st. Legge atty aty

M. L.

FILED AND RECORDED AFRIL 23, 1954 at 2:00 P.M.

This Mortgage, Made this 22NO day of APRIL year Nineteen Hundred and FREE Fifty-four

by and between

William G. Patch and Goldie C. Patch,

his wife,

LIBER 304 PAGE 167

part les of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Sixteen Hundred Fifty & 00/100 - - - (\$1650.00) - - - - Dollars, which said sum the mortgagore agree to repay in installments with interest thereon from the date hereof, at the Tate of 6 per cent. per annum, in the manner following:

Н

By the payment of Fighteen & 33/100 - - - (\$18.33) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the westerly side of South Cedar Strest in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 11 in a ceries of lets laid off on part of Let No. 28 of the division of the estate of Mary Ann O'Neill by T. L. Patterson, C.E., in 1897 the description of which said Lot No. 11 is described in Liber No. 87, folio 52 one of the Land Records of Allegany County, Maryland, which said let is more particularly described as follows, to-wit:

Beginning for the same on the westerly side of South Ceder Street at the end of the first line of Let No. 10 in said subdivision and running then with said etrest North 28 degrees 30 minutes East 50.75 feet, then North 71 degrees 20 minutes West 113.4 feet to the easterly side of West Street, then with said West Street South 18 degrees 40 minutes West 50 feet to the and of the second line of said Let No. 10 and then with said second line reversed South 71 degrees 20 minutes East 104.33 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Henry J. Kabosky and Martha V. Pewell, Executors under the Last Will and Testament of Elizabeth E. Kabosky, of even date, which is intended to be recorded among the Land Ascords of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor 8 covenant to maintain all buildings, structures and improvements now or

LUSER 304 PAGE 168

at any time on said premises, and every part thereof, in good repair and common, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor 8 hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do

covenant that they will execute such further assurances as may be requisite.

Conether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, of heir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor 8 may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor 8 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns.

have then matured or not; and as to the balance, to pay it over to the said mortgagor s. their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors . their representatives, heirs

And the said mortgagors , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Hundred Fifty & 00/100 - - (\$1650,00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, its successors or assigns, to the extent of its lien or claim mortgagee may affect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors fo keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgages may demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor's written consent, or should the same be encumbered by the mortgagor's . The interest the mortgagor's written consent, or should the same be encumbered by the mortgagor's . The interest that the mortgagor's written consent, or should the same be encumbered by the mortgagor's . The interest the mortgagor's written consent, or should the same b

the mortgagee's written consent, or should the same be encumbered by the mortgager s. their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after

120

default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Fitness, the handsand seals of the said mortgagors.

J. 14 William G. Patch (SEAI

State of Maryland, Allegany County, to-wit:

Attest:

П

П

I hereby rertify, That on this 22 we day of APRIL
in the year nineteen hundred and xxxxx F1fty-four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

William G. Patch and Goldie C. Patch, his wife,

the said mortgagor 8 herein and they acknowledged the aforegoing mortgage to betheir act and deed; and at the same time before me also personally appeared George W. Legge.

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITE ESS on a hand and Notarial Seal the day and year aforesaid.

Compared and Mallor Wellering

FILED AND RECORDED APRIL 23, 1954 at 11:30 A.M.

This Morigage, Made this 23 rd day of April
in the year Ninoteen Hundred and Fifty - Four by and between

WILLIAM H. VERNALL and MILDRED P. VERNALL, his wife,

County, in the State of Maryland

dis wife,

Allegany



part les of the first part, and
THE SECOND NATIONAL BANK OF CURBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,
ofCounty, in the State ofNaryland
of Allegany County, in the State of Naryland part y of the second part, WITNESSETH:
part y of the second part, WITNESSETH:
Dubcras, The parties of the first part are indebted unto the party of the second part in the full and just sum of Three Thousand (33,000.00) Dollars, this day loaned the parties of the first part, which principal sum with interest at 50 per annum is to be repaid by the parties of the first part to the party of the second part in payments of not less than Thirty-One and 85/100 Dollars (31.85) per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the
How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said
parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, its successors or
xheixxxxxx assigns, the following property, to-wit:
ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, and known and distinguished as Lot Mo. 10 as shown on the plat of the Charles Flinn Lots in Cresaptown, which plat is of record among the Land Records of Allegany County, Maryland, in Map Case Box No. 157, and said lot being more particularly described as follows:
BEGINNING for the same at a stake standing on the northerly side of Lee Street, where the dividing line between Lots Nos. 10 and 11 of said Addition intersects the said side of said street, and thence with said side of said Street South fifty-three degrees fifty minutes East sixty feet, thence North fifty-three degrees thirty-two
minutes East one hundred and five-tenths feet, thence North sixty-two degrees fifty-nine minutes West sixty-three and three-tenths feet, thence South fifty-three degrees thirty-two minutes West one hundred and six and eight-tenths feet to the place of beginning.
BEING the same property which was conveyed to the perties of the first part by Allen William Beeman, et ux., by deed dated the 9th day of January, 1950, and recorded in Liber No.227, folio 517, one of the Land Records of Allegany County, Maryland.
Together with the bulldings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
provided, that if the said parties of the first part,
iono, excessors, auministrators or assigns, go and snall pay to the said
party of the second part, its successors
Three Thereard (#2 000 00) P. 77
Three Thousand (\$3,000.00) Dollars
The strength of the strength o
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

= parties	of the first part
- Carrier - Carr	may hold and possess the aforesaid property, upon paying in
the meanti	me, all taxes, assessments and public liens levied on said property, all which taxes
mortgage d	ebt and interest thereon, the said
parties	of the first part
	enant to pay when legally demandable.
But in terest there	case of default being made in payment of the mortgage debt aforesaid, or of the in- con, in whole or in part, or in any agreement, covenant or condition of this mortgage, tire mortgage debt intended to be hereby secured shall at once become due and payable,
and these p	resents are hereby declared to be made in trust, and the said
party of	the second part, its successors
time therea and to gran or assigns; days' notice berland, Ma from such s taxes levied,	their duly constituted attorney or agent, are hereby authorized and empowered, at any fiter, to sell the property hereby mortgaged or so much therof as may be necessary, t and convey the same to the purchaser or purchasers thereof, his, her or their heirs which sale shall be made in manner following to-wit: By giving at least twenty of the time, place, manner and terms of sale in some newspaper published in Cumryland, which said sale shall be at public auction for cash, and the proceeds arising ale to apply first to the payment of all expenses incident to such sale, including all and a commission of cight per cent. to the party selling or making said sale; secondly, cnt of all moneys owing under this mortgage, whether the same shall have been then
	not; and as to the balance, to pay it over to the said
	s of the first part, their heirs or assigns, and
n case or a	evertisement under the above power but no sale, one-half of the above commission
hall be allo	wed and paid by the mortgagors, their representatives, heirs or assigns.
And	the said parties of the first part
nd to cause o inure to the	mprovements on the hereby mortgaged land to the amount of at least Three Thousand and no/100 (\$3,000.00) Dollars, the policy or policies issued therefor to be so framed or endorsed, as in case of fires, the benefit of the mortgagee its successors their lien or claim hereunder, and to place such policy or with in possession of the mortgagee, or the mortgagee may effect said insurance the premiums thereon with interest as part of the mortgage debt
A	Welliam G. Vernoll [SEAL] William H. Vernall Mildred P. Vernall SEAL]
all the latest the second of	Maryland, County, to-wit:
3 h	ereby certify. That on this V3rd day of April
the year n	ineteen Hundred and Fifty - Four , before me, the subscriber,
Notary Pul	olic of the State of Maryland, in and for said County, personally appeared
WII	LIAM H. VERNALL and MILDRED P. VERNALL, his wife,

act and deed; and at the same time before me also personally appeared.

John H. Mosner, Cashier of

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

July Scient Notary Public.

Compared and Mailed issuery
To Mitgel Balto 3 Md

My 2 4 10 5 4

100

FILED AND RECORDED AFRIL 23, 1954 at 2:40 P.M.

MORTGAGE

(Securing Two Notes)

THIS MORTGAGE, made this TWENTY SECOND day of APRIL

19 54, between LESTER RAINES and RESSIE VIOLA RAINES, also known as BESSIE RAINES,
his wife,

of the County of ALLEGANY , Seate of Maryland, hereinafter called "Mortgagor", and THE FEDERAL LAND BANK OF BALTIMORE, hereinafter called "Mortgagee".

WITNESSETH: THAT WHEREAS, Mortgagor is indebted to Mortgagee in the total principal sum of FORTY FIVE HUNDRED Dollars (\$ 4500.00), this day lent the Mortgagor by the Mortgagee;

AND WHERIAS, Mortgagor, has executed and delivered to Mortgagee his two certain promissory notes each bearing even date herewith, one of said notes being in the amount of TWENTY FOUR HUNDRED Dollars (\$ 2400.00), with interest at the rate of POUR per ceneum (4 %) per annum, said principal with interest being psyable on an amortization plan in THIRTY successive semi-annual instalments, the first instalment being due and payable on the SIXTEENTH day of JANUARY . 1955 , said note having been executed in renewal of an indebtedness, payable to the Moregagee and evidenced by a note which has been cancelled and secured by a moregage which has been released of record simultaneously with the recording of this mortgage; the other of said notes being in the amount of TWENTY ONE HUNDRED (\$ 2100.00), with interest at the rate of FOUR and ONE HALF per centum (42 % said principal with interest being payable on an amortization plan in FORTY successive instalments, the first instalment being due and payable on the SIXTERSTH day of JANUARY Dollars per cennum (. 4 %) per snnum, successive semi-annual each of said sores providing that defaulted payments shall bear interest at the highest rare permitted by law;

AND the better to secure the payment of said principal and interest, and any extension or renewal thereof, and the payment of all other sums and the performance of all terms, covenants and conditions required of Mortgagor in accordance with the terms of this mortgage and the notes secured hereby, this mortgage is executed and delivered.

NOW THEREFORE, in consideration of the premises and of One Dollar (\$1.00) said Mortgagor hereby grants and conveys unto said Mortgagee, its successors and assigns, in fee simple, the following property, to wit:

ALL those four certain contiguous tracts or parcels of land situate about 7 miles east of Cumberland on the Pleasant Valley Road, sometimes referred to as the "Bean's Cove Road" in the Twenty-first Election District, Allegany County, Maryland, containing in the aggregate 175 acras and 54 perches, more or less, and more particularly bounded and dascribed as follows:

PARCEL 1: Parts of "Looust Thicket" and "The Resurvey on Lee's Venture" dascribed as follows: BEGINNING at a post on the fourth line of a tract of land called "Hyatt's Hunting Ground" and about 4 perches east of a spring that empties into Bucy's Run, and to the seventh line of the "Resurvey on Lee's Venture," thance with said line North 72 degrees East 47-1/4 perches to the beginning of the 6th line of "Locust Thicket," thence East 16-7/8 perches to the 4th line of "Hyatt's Hunting Ground," thence by a strsight line to the beginning, containing 20 acres, 54 perchas.

PARCEL 2: Part of the "Resurvey on Lee's Venture" West of the Bean's Cove Road and adjoining the second line of "Hyatt's Hunting Ground" containing 1 acre, more or less, being conveyed in a deed from Henry Smith to Jonathan Hendrickson dated September 22, 1842, and recorded in Liber DD, Folio 90 among the Land Records of Allagany County, Maryland.

PARCEL 3: "Hyatt's Hunting Ground" contained within the following metes and bounds: BEGINNING at two bounded white oaks standing on the North side of a hill and near the head of a spring that runs into Evitt's Creek near the Rocky Gap; and running thence

South 50 degrees East 28 perches, then North 51 degrees East 124 perches, North 26 degrees West 94 perches, thence South 50 degrees West 204 perches, then by a straight line to the beginning, containing 100 acres, the area thereof having been recomputed by planimeter and found to be 88 acres, more or less.

PARCEL 4: Part of tract called "Venture" and described as follows: BEGINNING at the end of the first line of the whole tract called "Venture" and running with the second line thereof North 72 degrees East 99½ perches to the 6th line of a tract of land called "Luman's Rambles" and running with it North 20 degrees East 60 perches to the 4th line of the whole tract called "Venture" and with the lines thereof North 27 degrees West 24 perches, North 34 perches, North 20 degrees West 38 perches, North 79½ degrees West 23 perches, South 27 degrees West 174 perches, South 40 degrees West 13 perches, then by a straight line to the beginning, containing 66 acres.

BEING the same land conveyed by Lavinia E. J. Reid, widow to Edward Raines for life only, remainder in fee to the said Lester Raines by deed dated March 5, 1945 and recorded among the Land Records of said County in Liber No. 203, folio 165 and subsequently the said Edward Raines and his wife conveyed all their interest in and to said land to the said Lester Raines by deed dated April 2, 1949 and recorded among said Land Records in Liber No. 224, felio 531.

THIS conveyance is subject to the right of way conveyed by the said Edward Raines and wife to Potomac Edison Company by deed dated April 2, 1945 and recorded among said Land Records in Liber No. 203, folio 695.

Together with all hereditaments and appurtenances thereto belonging and all improvements thereon and all fixtures and accessories now or hereafter annexed or attached thereto.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of Mortgagee, its successors and assigns forever.

PROVIDED, that if Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by Mortgagor in accordance with the terms of this mortgage and the notes secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all of the terms, covenants and conditions of this mortgage and the notes secured hereby, then this mortgage shall be void, otherwise it is to remain in full force and effect.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Mortgagor shall extend to and bind his heirs, devisees, successors and assigns.

MORTGAGOR covenants and agrees, jointly and severally, with the Mortgagee as follows:

First: That he warrants specially the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite;

Second: That he will pay or cause to be paid when due said principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this mortgage and the notes secured hereby, or any renewals or extensions, and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the laws of this and any other state and agrees to pay the

That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, asse or constituting liens upon the property hereby conveyed;

Fourth: That he will keep all improvements now or hereaftet located on the premises in good repair; that he will maintain and work the premises hereby conveyed in good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Mortgagee and the Mortgagee shall have the right of injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample tu protect the Mortgagee;

Fifth: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage by hre, lightning, windstorm or tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interests may appear. At the option of the Mortgagor and subject to general regulations of the Mortgagee sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment uf any indebtedness, matured or unmatured, secured by this mortgage;

Sixth. That in the event Mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property herein conveyed, or fails to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the highest rate permitted by law;

Seventh: That he will use the proceeds of the loan secured hereby solely for the purposes set forth in his application for said loan;

Eighth: That he hereby assigns to the Mortgagee as additional collateral all royalties or other monies due or to become due from any surface or subsurface right or for any right or privilege other than for agricultural purposes in any way affecting or pertaining tu the property hereby conveyed and all monies which may become due in any condemnation proceedings affecting the said premises and all sums received may be applied, at the option of the Mortgagee, to the discharge of any part or all of the indebtedness hereby secured, whether or not the same be due and payable or, at the option of the Mortgagee, such sums may be returned to the Mortgagor and the Mortgagor will not grant any surface or subsurface rights without the written consent of the Mortgagee

Ninth: That so long as there is no default on the part of Mortgagor in any of the terms, covenants and conditions of this mortgage and the notes secured hereby, the Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed, but should default be made in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable, or in the event of a breach of any of the terms, covenants and conditions of this mortgage or the notes hereby secured, the entire debt secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable;

Tenth: That in the event the Mortgagee, upon default by the Mortgagor, shall take possession of the mortgaged premises as authorized by law, the Mortgagee may operate and manage or lease the same and make any reasonable and proper advances for the operation, maintenance and management of the premises and any sums so advanced shall become part of the debt hereby secured, payable immediately, with interest from the date of payment at the higher contract rate provided for in this mortgage;

Eleventh: That upon such default, in addition to any other remedies provided by law, it shall be lawful for the Mortgagee, its successors or assigns, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest, and all other sums payable by the Mortgagor in accordance with the terms of this mortgage and the notes secured hereby, and all costs incurred in making such sale, including a collection or attorney's fee of five (5) percent of the amount due hereunder, and to convey said property to the purchaser, his heirs and assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the County wherein said land, or a part thereof, lies or if there be no such newspaper published in said County, then in some newspaper having circulation in said County and by such other advertisement, if any, as the person making the sale may deem expedient;

That the proceeds arising from such sale shall be applied first to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five (5) percent of the purchase price; second, to the balance of the debt hereby secured, including a collection or attorney's fee of five (5) percent of the amount due hereunder; and third, the residue, if any, shall be paid to the Mortgagor or to whomever may be entitled thereto;

Twelfth: That in the event said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon at the time the Mortgagee makes its election to call the loan, and all the annual crops pitched or cultivated thereon at the time of sale shall pass with the said mortgaged property to the purchaser at any such sale.

Thirteenth: This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supple-

WITNESS the hand and seal of said Mortgagor.

1 24 1

Lester Pances (SEAL)

Bessie Viola Raines

(SEAL)

Bessie Villa Raines

(SEAL)

(SEAL)

UEFR 304 MGC 175

STATE OF MARYLAND COUNTY OF ALLEGARY

, 19 54 before

, the undersigned

On this the 23 rd day of April 1954 = 6

The *Rosalie a Crabbia the unders

The personally appeared LESTER HAINES and BESSIF VIOLA RAINES, ALSO known as BESSIF

RAINES, his wife,

that the to be the persones) whose namees of are subscribed to the within instrument and acknowledged to

executed the same for the purposes therein contained and at the same time appeared .

I.GY I. 7.4% of any made each in the form of law their the consideration set forth in said mortgage is true and bone tide as so tree set that he reflie duly authorized agent of the within named Mortgagee to make this attidavit

A PINIS WHI RIOI I hereunto set my hand and otheral seal

Localie a. Crabbies

1 3.0 % Me commission expires May +, 1955

Non- Possiant to Tederal Statutes this mortgage is exempt from all taxation.

FILE AND RECORDED ARRIE 24, 1954 at 8:30 A.M.

PURCHASE MONEY

This Mortgage, Made this Twentieth day of April, ---in the year Nineteen Hundred and Fifty-four----, by and between JAMES H. CIRILLO and MARGARET R. CIRILLO, his wife,

of Westernport, Allegany County, in the State of Maryland parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, a corporation organized under the National Banking Laws,

Direct Control of the party____

of the second part, WITNESSETH:

Wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of FOUR THOUSAND (\$4,000.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of FOUR THOUSAND DOLLARS (\$4000.00), payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date at the said Bank; and to be repaid in sums of not less that FIFTY (\$50.00) DOLLARS per month until the entire amount of principal and interest of sail note has been fully paid; to secure the payment of which said sum of FOUR THOUSAND (\$4000.00) DOLLARS, with interest as aforesaid, these presents are executed;

. How Therefore, in consideration of the premises, and of the sum of one dollar in hand pand, and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, the said James H. Cirillo and Margaret R. Cirillo, his wife, parties of the first part.

TAXIX and a signs, the following property, to-wit:

All that certain lot of ground situated in the Town of Western-pourt, Allegany County, Maryland, described as follows:

All that part of Lot Number EIGHTY-TWO (82) in Hammond's Addition to said Town of Westernport, and BEGINNING for the same at the North-west corner of the intersection of Vine and Rock Streets, and running thence along the West side of Rock Street North 53 degrees 50 minutes West 5. feet; thence South 35 degrees 10 minutes West 50 feet; thence South 53 degrees 50 minutes Last 99 feet to Vine Street; thence along the north side of Vine Street North 36 degrees 10 minutes to the place of beginning; and being the same property which was conveyed to the said James H. Cirillo and Margaret R. Cirillo, his wife, by Robert H. H. Maybury et al. by Deed, dated April 16th, 1954, and to be recorded

among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage; and, also,

All of the following property situate in the Town of Westernport, Allegany County, Maryland, described as follows, to wit:

All that certain lot of ground described as BEGINNING at the end of the first line of a Sub-division of Lots and known as Lot E and described as being distant South 79 degrees 30 minutes West 55½ feet from the first line of Lot D, owned in 1906 by John P. Dieter, and running thence South 76½ degrees West 40½ feet to a stake; thence North 28½ degrees West 39 feet to the East side of Walnut Street; thence with Walnut Street North 36½ degrees East 50 feet to a post; thence with division line of Lot E South 22 degrees East 119 feet to the place of beginning; and being the same property which was conveyed unto the said James H. Cirillo and Margaret R. Cirillo, his wife, by Horace P. Whitworth, Executor of Edwin J. Roberts, by Deed, dated July 8th, 1950, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 230, folio 118, to which said Deed reference is hereby specially made.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said James H. Cirillo and Margaret R. Cirillo, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors or assigns, the aforesaid sum of FOUR THOUSAND DOLLARS, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Parties of the first part----

1 26 1

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part
hereby edvenant to pay when level to
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, eovenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
'and these presents are hereby declared to be made in trust, and the said
THE FIRST E TICE A BANK, OF PIEDMONT, WEST VIRGINIA, its successors
KOKKK MUCKOOKSC MHODINISKSWIE and assigns on Howard V
time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said James H. Cirillo and
Margaret R. Cirillo, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
Hild the said Parties of the first mant
further eovenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies accordable to the market of the first services of the company of companies accordable to the market of the first services of the firs
Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least
Four thousand (\$4000.00)
and to cause the policy or policies issued therefor to be so framed or endorsed, as in ease of fires,
to inure to the benefit of the mortgagee , its successors . Restor assigns to the outer
of its or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and eollect the premiums thereon with interest as part of the mortgage debt
Illitness, the hand and seal of said mortgagors
Attest:
Junaid Maylung gr James H. Civillo [SEAL]
STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:
I hereby certify, That on this 20th day of April.
in the year nineteen Hundred and Fifty -four , before me, the subscriber.
a Notary Public of the State, of and for said County, personally appeared
James H. Cirillo and Margaret R. Cirillo his wife,
and each acknowledged the aforegoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared J. B. Determan
CASHIER of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.

OVERNESS by hand and Notarial Seal the day and year aforesaid.

To reactify the seal of th

J. Sunard Haylung gr. Notary Public.

Compared and Mallod Eccusy The Mary 2 4 54

FILED AND RECORDED AFRIL 24, 1954 at 9:20 A.M. FURCHASE MONEY

This Morigage, Made this 21st. day of April

in the year

Nineteen Hundred and Fifty-four by and between

DONALD R. WADE and LENORA M. WADE, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

Fifty-Two Hundred - - - - - - - - - - - - - - - 00/00 Dollars

(\$5,200.00) with interest at the rate of four-1/2 per centum ($4\frac{2}{2}\%$) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Dollars,

(\$ 39.78) commencing on the Alst. (1st)day of June , 1954 and on the 1st. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 21st. day of April, 1969, 1965. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

DOMALD R. WADE and LEBORA M. WADE, his wife,

doss hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

All that lot, piece or parcel of land situate, lying end being on Bowery Street in the Town of Frostburg, Allegany County, Maryland, and more particularly described ee follows:

REGINNING for the same at a point on the South side of Bowery Street, seid place of beginning being also at the and of the first line of the parcel of land conveyed by Olea Gunnett at ux to Ralph L. McKenzie at ux, by deed dated June 12, 1953 and recorded in Liber No. 250, folio 587 among the Land Records of Allegany County,

Maryland, and running thence with Bowery Street, South 36 degrees West 51.37 feet thence leaving howery Street, South De degrees hast LDU leet to an elley, thence with said alley, North 36 degrees East 51.37 feet to the end of the second line of said McKenzie deed, thence reversing seid second line of said deed, North 54 degrees West 150 feet to the place of beginning.

Said property comprises the whole of the First Parcel and a part of the Second Parcel of land conveyed to George M. Gumnett et ux, by deed from Conrad Hohing et ux, deted January 14, 1932 and recorded in Liber No. 167, folic 88 among said Land Records

BEING a part of the same property devised to Olea Gunnett by the Last Will and Testament of George M. Gunnett, deceased, probated in the Orphans' Court for Allegany County, Maryland, in Liber 'Y', folio 7.

BEING elso the same property conveyed to the said Donald R. Wede and Lenora M.

Wade, his wife, by deed of even date herewith from the said Olem Gunnett et ur, which is intended to be recorded among said Land Records simultaneously with this Mortgage which is executed to secure a part of the purchase price of the above described property and is in whole a Purchase Money Mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,

privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesald indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the sald mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the sald mortgagor hereby covenants to pay when legally demandable.

But ln case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shell at once become due and payable, and these presents are hereby declared to be made in trust, and the sald mortgagee, its successors or essigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner end terms of saie in some newspaper published ln Allegany County, Maryland, which said sale shall be at public suction for cash, end the proceeds arlsing from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, end a commission of eight per cent. to the party selling or meking said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, end in case of advertisement under the ebove power and no sale, one-half of the ebove commission shall be ellowed and pald by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

(\$ 5,200.00) Dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indehtedness shall immediately become

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

¹f the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties

WITNESS the hand and seal of said mortgagor.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 21st. day of

April

In the year Nineteen

Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for sald County, personally appeared

DONALD R. WADE and LENGRA M. WADE, his wife,

and each acknowledged the foregoing mortgage to be their respective G. Alvin Rreiling act; and at the same time, before me also personally appeared Within Rreiling Treasurer of THE

UGER 304 PAGE 181

FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said without at a track did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



halph M. Face Notary Public

To Mayer Insection of The The State of The S

FILED AND RECORDED APRIL 24, 1954 at 9:20 A.M.

This Anrigage, Made this 21st. day of April in the year

Nineteen Hundred and Fifty -four by and between

SAMUEL F. DISHONG, JR., and MARGUERITE DISHONG, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.



WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of THREE THOUSAND TWO HUNDRED AND NO/100 - - - - - - - - - - - - - - Dollars

(\$ 5,200.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Dollars.

(\$ 27.01) commencing on the 21st. day of May , 195 4 and on the 21st. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 21st. day of April, 1969. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

doox hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that piece or parcel of ground situated in the Town of Frostburg, Allegany County, Maryland, and more particularly described as follows, to-wit:

REGINNING for the same at a stake standing on the East side of Frost Avenue, (extended) said stake being also at a point on the West boundary line of Lot No. 37 of Hitchins' First Addition to Frostburg, a plat of which is recorded in Liber No. 103, folio 725, of the Land Records of Allegany County, Maryland, and at the end of the first line of a deed from Samuel F. Dishong, Sr., et ux, to William D. Dishong, et ux, dated May 15, 1946 and recorded in Liber No. 209, folio 41 of the aforesaid Land Records, and running thence with the Eastern limits of Frost Avenue, extended, North 1 degree 45 minutes East 85.8 feet to a stake standing at the Northern end of the West boundary line of Lot No. 36 of the aforesaid Addition, thence South 87 degrees 45 minutes East 104.64 feet to a stake on the Western limits of a 20 foot alley, thence with said alley, South 25 degrees East 75.5 feet to a post standing at the end of the second line of the aforesaid Samuel F. Dishong - William D. Dishong

deed, themse with said second line reversed, South 84 degrees 20 minutes West 140 feet to the beginning.

The lot herein described is composed of a part of Lot No. 36 and a part of Lot No. 37 of Hitchins' First Addition to Frostburg.

BEING the same property which was conveyed to the said Samuel F. Dishong, Jr., and Marguerite Dishong, his wife, by deed from Samuel F. Dishong, Sr., and Katherine Dishong, his wife, dated May 17, 1946 and recorded in Liber No. 209, folio 96 among said Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mort-gagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of ail moneys owing under this mortgage, whether the same shail have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

LIEER 304 MGE 183

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

THREE THOUSAND TWO HUNDRED AND NO/100 - - - - - - (\$ 5,200.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect sald insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgager to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall lmmediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all llens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Ralph M. Race Ralph M. Bace	Samuel 9 Diolory . Of	SFAL
Ralph M. Bace Ralph M. Race Ralph M. Race	Marqueite Distort	_(SEAL)
		_(SEAL)
		(SEAL)

STATE OF MARYI	AND, ALLEGAN	Y COUNTY, TO	WIT:
----------------	--------------	--------------	------

I Hereby Certify, That on this 21st. day of April

in the year Nineteen.

Hundred and Fifty -four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

SAMUEL F. DISHONG, JR., and MARGUERITE DISHONG, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared **Daniel Letters**, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year bove written.

tompured and Mallor access

FILED AND	D RECORDED APRIL 24, 1	954 at 9:20 A.M.	
. –	Hand, Made this 2 3	day of April	
	Hundred and Fifty -four van and Pauline M. Sur	livan, nie wife	nd between
	,		
of		nty, in the State of Maryland	1
parties of the fir			
Avery 1. Ched	ester and Grace E. Che	dester, his wife,	104.5
AND DESCRIPTIONS			
of	Allegany Coun	ity, in the State of Maryland	

part 1es of the second part, WITNESSETH:

Unbereas, the Parties of the First Part are just and bona fidely indepted unto the Parties of the Second Part in the full and just sum of one Thousand (\$1,000.00) bollars, and which said sum shall bear interest at the rate of six per cent (b/o) per annum, and which said principal sum and interest shall be repaid in equal monthly installments of rifteen (\$15.00) bollars per month, the first of which said installments shall become due and payable one month from the date hereof and monthly thereafter until fully paid, and out which said installments shall become due and payable one month fro the date hereof and monthly thereafter until fully paid, and out of sid monthly payments first shall be computed and deducted the interest on the aforesaid principal sum or any balance thereof, and the balance to be applied to the reduction of said principal sum; with the right reserved duto the farties of the first fart to prepare of the material of said principal sum; any or all of said principal sum and interest at any time prior to

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Cipae R. Sullivan and Pauline M. Sullivan, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said Avery T. Chedestir ind Grace E. Chedester, his wife, their

heirs and assigns, the following property, to-wit:

And that piece or parcel of ground lying and being in election District NO. >, in the City of Cumberland, Allegaly County, Maryland, being one-mail of Lot NO. >1 in dephart's Addition to the City of Cumberland, Which is more fully described as follows:

DESCRIPTION FOR the Said lot at a stake on the South side of Columbia Street and at the end of the light line of Lot No. 30 1 Silu Audition; thence running with Columbia Street, worth 60.75 degrees west 25 feet; thence south 29.25 degrees west 140 feet to ín Bond Street (Formerly known as German Street); and thence with Bond bond street (formerly known as definal street), and thence with bond street, bouth 60.75 degrees mast 25 feet to the end of the second line of said bot No. 30; and thence with said second line reversed North 29.25 degrees mast 140 feet to the place of beginning.

The Aforesald Property is the same property conveyed herewith by deed of even date, by and between Avery T. Chedester and Grace E. Chedester, now wife, and Clyde R. bullivan and Pauline M. bullivan, mis wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortyage. A specific reference to dation of this Purchase money mortgage; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage. the recor-

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Clyde R. Sullivan and Pauline M. Sullivan, nis wife, their heirs, executors, administrators or assigns, do and shall pay to the said Avery T. Chedester and Grace E. Chedester, his wife, their executors, administrator S or assigns, the aforesaid sum of-One Thousand (\$1,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be vold.

And it is Agreed that until default be made in the premises, the said.

Clyde R. Sullivan and Pauline M. Sullivan, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said.

Clyde R. Sullivan and Pauline M. Sullivan, his wife, hereby covenant to pay when legally demandable.

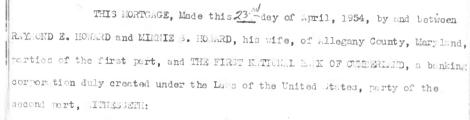
But in case of default being made in payment of the mortgage debt aforesaid, or of the in-

LEER 304 PAGE 186

then the entire mortgage debt intended to be hereby secured shall at once become due and payable,	1
and these presents are hereby declared to be made in trust, and the said	
avery f. Chedester and brace b. Chedester, his wife, their	
heirs, executors, administrators and assigns, or Earl L. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty dary notice of the time, place, manner and terms of sale in some newspaper published in factors.	(4
from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	
matured or not; and as to the balance, to pay it over to the said	- 1
in case of advertisement under the above power but a	
in ease of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.	
Hind the said Civie R. Dullivan and Pauline as Allivan, his	- 1
fuel.	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
Company or companies acceptable to the mortgages or their	
assigns, the improvements on the hereby mortgaged land to the amount of at least	
one inoduca (11,000.00) Lorrars v	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
to inure to the benefit of the mortgagees their heirs or assigns, to the extent	
of ZXZX_XZXZXZXZXZXZXZXZXZX their lien or elaim hereunder, and to place such policy or	
policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance	
and collect the premiums thereon with interest as part of the mortgage debt.	
Mitness, the hand and seal of said mortgagors:	
Attest:	
bylem watson Clyde K Sullivan Ciyae M. Sullivan	
Pauline M. Sullivan	
State of Manual S	
State of Maryland,	
Allegany County, to-wit:	
I hereby certify, That on this 23 day of April	
in the year nineteen Hundred and Fifty -four , before me, the subscriber,	
a Notary Public of the State of Maryland, in and for said County, personally appeared Clyde R. Sullivan and Pauline M. Sullivan, his wife,	V
and each acknowledged the aforegoing mortgage to be nis and her respective	
act and deed; and at the same time before me also personally appeared	
Avery T. Chedester and Grace E. Chedester, his wife,	
the within named mortgagee, s, and made oath in due form of law, that the consideration in said	
mortgage true and bona fide as therein set for forth. 2.WITNESS my hand and Notarial Seal the day and year aforesaid.	(01)
/ v . 4 Car	
bslem water.	
Notary Public.	
Notary Paulic.	

netger city

FILED AND RECORDED APRIL 24, 1954 at 10:55 A. M.



Hind. 3, the said parties of the first part are justly and home fille indebted unto the party of the second part in the full and just sum of Four Thousand Dollars (A,000:00) which said parties of the first part coverant and agree to pay one year after late with inter at from deto at the resolution percent (6,5) per amount, myshle at the office of the verty of the second part of No. 153 Daltimore street, Cumberland, allegany County, Landand. Privilege is reserved to prepay at any time without premium or fee the entire indebtedness or any part thereof.

NOW, THEOFORE, THIS CRITICISE LITTLES LETTE:

That for and in consideration of the regises and of the sum of One Dollar (\$1.00) and in order to secure the proupt payment of sid indeptedness at the naturity thereof, together with the interest thereon, he said parties of the first part do horeby give, grant, bargain and sell, release, convey and confirm unto the party of the second part, its successors and assigns, the following preserty, to-wit:

all that lot or parcel of ground situated on the Easterly side of the Uhl Michany, leading from Cumberland to Cldtown, in Election District No. 16 in allocany County, State of Maryland and more particularly described as follows:

EEGINTING FOR THE same at an iron stake standing at the end of the first line of a parcel of ground conveyed by Harry M. Davis et ux., to Nathien E. Crites of ux., by a deed dated September 6, 1941, and recorded in Liber No. 171 folio 422 of the Land Records of Allegany County, Maryland, and continuing thence with the East side of the Uhl Highway (Magnetic bearings as of the said trites deed and with horizontal measurements) North 30 degrees 42 minutes West 26.5 feet to an iron stake standing on the South side of a 20 foot lane or road thence with the South side of the lane, South 87 degrees 50 minutes East 225.8 feet to an iron stake; thence South 60 degrees 45 minutes West 208.7 feet to the beginning containing 1.17 acros more or less.

IT BEING the same property which was conveyed to the parties of the first part by a deed from Olive M. Nesbitt et ux., deted September 11, 1953 and recorded among the Land Records of Allegany County, Maryland, in liber No. 255 folio 226.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging

Arion TAX



LESLIE J. CLARK

or in .nywise a wart ining.

PROVIDED, that if the said parties of the first part, their heirs executors, administrators or assigns do and shall say to the party of the second act, its successors or assigns, the aforesaid sum of Four Thousand (44,000.00) Dollars, together with the interest the con when and as the same becomes due and appeals, and in the meantime do and shall perform all the covanants herein on their act as he performed, then this mortage shall be void.

ID IT is also, that until default be rade in the realises, the life arties of the first part may hold and we sens the foresaid preparty, upon which is the meanwhile all takes, missiscents and public liens levied on a id a sty, all side times, arts we left and interest thereon, as is written of the first part is real that in the event the serties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become luctual payable, the said party of the second part shall have the full legal right to pay the same, to other with the interest, remalties and legal charges thereon and collect the same, with interest, as part of this nortgage debt.

But in case of default being made in payment of the nortgage debt aforeseid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage lebt intended to be hereby secured shall at once become due and payable, and these presents re hereby declared to be made in trust, end the said THE FIRST MATICULAL BANK OF CHI MA ID, its successors and assigns, or Leslie J. Clark, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby nortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty (20) days' notice of time, place, manner and terms of sale, in some newspaper published in Allegeny County Maryland, which said sale shall be at public auction for cash, and the proceeds crising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly to the payment of ell moneys owing under this mortage, whether the same shall have been then matured or not; and as to the belance to pay it over to the said parties of the first part, their heirs or eseigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns, together with all expenses incurred.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the party of the second part, its successors or assigns, the improvements on the hereby mortgaged land to the

LESUIE J. CLARK

1 24 1

USER 304 PAGE 189

or policies issued therefor to be so frused or endorsed, as in case of fires, to inure to the benefit of the party of the second part, its successors or subject, to the extent of its or their lies or claim has sunder, and to place such policy or olicies forthwith is possession of the party of the second part or the party of the second part or the party party of the second par

JITMAN the hands and seals of the parties of the significant.

THE P

a 9 Hefruch

Raymond E. Naward (-1

Minne & Howard

LESUE J. CLARK AFTDENEY AT LAW

a system in.

JIN TO MUNTY, W- IN:

I MEMORY CHATTRY, that on this Body of arril, 1854, before me, the materillar, a Motory Jubic of the State of Maryland, in and for the Guarty aforested, remainably a cared degeneral R. Motord and Minnie J. Motord, the wife, and admissibleded the aforegoing mostgage to be their respective set and deed; and at the same time personally appeared albert at Tindel, President of The First Matienal Mank of Sumberland, the within maned martgages and mode oath in due form of law that the consideration in sold mortage is true and bone fide as therein set forth; and the said albert at Tindel did further, in like manner, make outh that he is President of The First Matienal Bank of Sumberland, and fully authorized by it to make this affidavit.

JIMESS my hand and Notarial Seel.

Hotary Public My Commission expires May 2, 1950

FILED AND RECORDED APRIL 27, 1954 at 9:45 A.M.

THIS MORTGAGE, Made this 26th day of April, 1954, by and between GEORGE O. HOLLAR and GRACE D. HOLLAR, his wife, and C. RICHARD HOLLAR and LILLIAN G. HOLLAR, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL TALK OF CUMBERLAND, a tanking corporation, duly organized under the laws of the United States, party of the mecond part, WITNESSETH:



T. M. Department



WHEREAS, the parties of the first part are justly and wond fice indebted unto the party of the second part in the full and just sum of Eight Thousand Two Fundred (%5,200.00) Dollars, with interest from date at the rate of six per cent (66) per annum, no which said sum the said parties of the first part covenant and agree to pay in equal conthly installments of Minety One Dollars and Ten Cents (\$91.10) on account of interest and principal, payments to begin on the 26th day of May of 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTCAGE MITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that lot, piece or parcel of ground situated, lying and being on Springdale Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

ALL that lot or parcel of ground situated on the westerly side of Springdale Street, in the City of Cumberland, Allegany County, Maryland, referred to in a deed from Henry Schriver et ux.

to H. John Schriver, as part of Lot Lo. 21, in Schriver's addition to Cu willand, but shown as part of lot No. 19 on the Plat of said addition, filed in liter No. 76, folio 6°7, one of the Land Records of Allegany County, Paryland, and more fully described as follows:

Bushing for the same at the intersection of the Southerly side of Third Street with the Westerly side of Springuale officet, and running thence with the Westerly side of Springuale Street, South 21-1/3 degrees West 82 feet, then North 67-3/4 degrees West 106 feet, then South 19 degrees West 48 feet, to the Northerly side of Slainorne Street, then with the Northerly side of Said street, North 67-3/4 degrees West 10 feet to the portion of said whole lot heretofore conveyed by Kezia Saith to Nicola Perotta, by deed dated the 17th day of May, 1913, and recorded in Liber No. 113, folio 440, one of the Land Records of Allegany County, Muryland, and running thence with the line of said Perotta lot, and the same extended, North 19 degrees East 125-1/2 feet to the Southerly side of Third Street, then with said side of Third Street, South 69 degrees and 25 minutes East 118 feet to the place of beginning.

It being the same property conveyed to the said George O. Hollar and C. Richard Hollar by Ethelyn Davis, unmarried, by deed dated February 29, 1944, and recorded among the Land Records of Allegany County, Maryland, in Liber 198, folio 597.

TOCETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Eight Thousand Two Hundred (\$8,200.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, essessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it

is covenanted and greed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as the shelf the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same it interest as part of this porting cont.

But in case of default bein, made in payment of the er: . Get. oforesuic, or of the interest thereon, in whole or 1 part, or in . . . rent, covenant, or condition of this ortize, then the entire corter, dest intermod to be meroby recurred, includity out future advances a may be cade by the party of the record part to the parties of the first part as hereinbefore set forth, shall tonce become due and payable, and these presents or hereby declared to se made in trust, and the suic party of the record ourt, its successors or assism, or Malter C. Canner, their daly constituted attorney or a cent, are hereb authorized the emponered at any time thereafter, to sell the property heroty orthogon, or so much thereof is not be hece sary and o that and convey the same to the urchaser or burchasers thereof, his, her or their heirs or assigns; which sule shall be mude in manner following, to-wit: By giving at least trent, days' notice of the time, place, samer and terms of sale in some newspaper published in allegany County, Paryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existance of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Eight Thousand Two Hundred (\$8,200.00) Dollars, and to cause the policy

tiber 304 PAGE 193

or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the nortgages, its successors or issions, to the extent of its or their lien or claim bereunder, and to place such policy or policies forthwith in posse sion of the mortgages, on the mortgages may effect said insurance and collect the premiums thereon with interest as just of the cortage dept.

"IT has the hands and seals of the seic mort, gors.

WITNESS ... The ALI:

P. V. 7184 "

reorge () Illar ()

Grace D. Hollan (SENI)

Chichard Holla (wal)

Letting G. Obselar (Smal)

STATE OF MARYLAND, all (any COUNTY, to-vit:

I MEMBEY CERTIFY, That on this 26th day of April, 1954, efore the, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared GEORGE O. HOLLAR and Chach. D. HOLLAR, his wife, and C. RICHARL HOLLAR and LILLIAN G. MOLLAR, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgages, and made oath in due form of 1 w that the consideration in said mortgage is true and bona fide as therein set forth.

"ITHESS my hand and Notarial Seal.

COTARY S

Stary Public

WER 304 PAGE 194

FILED AND RECORDED APRIL 27, 1954 at 2:40 P.M.

This Mortgage, Made this

26 26

day of

Apr11

1 24 1

in the year nineteen hundred and fifty-four

, by and between

Samuel J. Hutzell and Martha Ellen Hutzell, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

Samuel J. Hutzell and Martha Ellen Hutzell, his wife.

A STATE OF S

NOW. THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Samuel J. Hutzell and Martha Ellen Hutzell, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of ground known and distinguished as Lots Nos. 444, 445, 446, 447 and 448 of Section A, as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland and described as a whole as follows, to-wit:

BEGINNING at a point on the Easterly side of Lake Avenue at the end of the first line of Lot No. 443 and running with the division the Westerly side of the fifteen-foot alley and with said alley, North 22 degrees 10 minutes East 200 feet, then North 67 degrees 50 minutes West 150 feet to the Easterly side of Lake Avenue and with it, South 22 degrees 10 minutes West 200 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Earl D. Dietz and wife, by deed dated the 16th day of October, 1945, and recorded in Liber No. 205, folio 551, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eighteen Hundred Seventy-Five - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mertgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which



UBER 304 PAGE 195

would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eighteen Hundred Seventy-Five (\$1875.00) - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

SamuelJ. Hutzell (SEAL)

Manthe Eller 26. Intalloway

A METERNY CERTAIN, LIBER OIL FILE X 6 - GRY OI APPLI

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Samuel J. Hutzell and Martha Ellen Hutzell, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for sald to portrain and duly authorized by it to make this affidavit.

A: In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Jenes M Sorley Notary Public

may 2 + 54

FILED AND RECORDED APRIL 27, 1954 at 2:40 P.M.

THIS MORTGAGE, Made this 26 day of April, 1954, by and between Thelma Crawford and George F. Crawford, her husband, of Baltimore City, in the State of Maryland, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Elizabeth Rhodes Buchanan, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Twenty-Five Hundred Dollars (\$2500.00), as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six per centum (6%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, or March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 30th day of June, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One DoIlar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Thelma M. Crawford and George F. Crawford, her husband, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The





Liberty Trust Company, Trustee for Elizabeth Rhodes Buchanan, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated on the South-easterly side of Woodlawn Terrace in the City of Cumberland, Allegany County, Maryland, known and designated as Lot Number 187, in Gephart's Bedford Road Addition to Cumberland and particularly described as follows, to-wit:

PEGINNING for the same on the Southeasterly side of Woodlawn Terrace at the end of the first line of Lot Number 186 in said Addition and running thence with the Southeasterly side of Woodlawn Terrace, South 41 degrees and 18 minutes West 30 feet, thence at right angles to said Woodlawn Terrace, South 48 degrees and 42 minutes East 136.74 feet to the Northwesterly side of Davidson Street, and with it, North 39 degrees and 10 minutes East 30.02 feet to the end of the second line of said Lot Number 186, thence with said second line reversed, North 48 degrees 42 minutes West 135.63 feet to the place of beginning.

It being the same property which was conveyed by Herman F. Bowman, divorced, unto Thelma M. Bowman, divorced by deed dated March 14, 1944, and recorded in Liber 199, folio 49, one of the Land Records of Allegany County. The said Thelma M. Bowman who was divorced from the said Herman F. Bowman A VINCULO MATRIMONII has since intermarried with George F. Crawford and is now Thelma M. Trawford.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple orever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said fortgagee, its successors or assigns, the aforesaid sum of Twenty-live Hundred Dollars (\$2500.00), together with the interest thereon then and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made,

and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on saidproperty, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice to make tander of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors, or assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to thepurchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

1 20 1

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Twenty-Five Hundred Dollars (\$2500.00), and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect thepremiums thereon with interest as part of the Mortgage debt

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Thelma m Crawford (SEAL)

STATE OF MARYLAND

CITY OF BALTIMORE

I HEREBY CERTIFY, That on this 20th day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Thelma M. Crawford and George F. Crawford, her husband, and each acknowledged the aforegoing Mortgage to be their act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

STATE OF MARYLAND

COURTY OF ALLEGANY SEES MORE ENGINEER AND WITE

the consideration is died Mor I HERESY CERTIFY, That on this 26 day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee,

UBER 304 PAGE 200

the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles

A. Piper did further, in like manner, make oath that he is the President and agent for said corporationand duly authorized by it to make this affidavit.

WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial theda

James M Stortey Notary Public

Compared and Mailed Reincred To Deorge AT Jugles acting City

1 44 1

FILED AND RECORDED APRIL 27, 1954 at 2:40 P.M.

This Mortgage, made this

27 th day of

, in the

year Nineteen Hundred and fifty-four . by and between

William A. Burkey, unmarried.

April



hereinafter called Mortgagor , which helrs, personal representatives, successors and assigns where expression shall include his helrs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part y of the first part and , which

Ambrose J. Burkey and Henrietta H. Burkey, his wife,

hereinafter called Mortgagee 8 , which expression shall include their tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of heirs, personal represen Maryland, part 1esof the second part, witnesseth:

WHEREAS, The said William A. Burkey, unmarried, stands indebted unto Ambrose J. Burkey and Henrietta H. Burkey, his wife, in the just and full sum of Seventy-Seven Hundred (\$7700.00) Dollars, payable to the order of the said Mortgagees, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues on March 31, June 30, September 30, and December 31, of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee s the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the Easterly side of Bedford Road in Election District No. 23, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Easterly margin of the Bedford Road at the Northwesterly corner of the parcel of land conveyed by Hannah B. McElfish to John Resley Willison and Isora Willison, his wife, and running thence by said land, South 53½ degrees East 110 feet, then North 3½ degrees East 50 feet, then North 53½ degrees West 110 feet to the Easterly side of Bedford Road, and then with said Road,

South 342 degrees West 50 feet to the place of beginning.

It being the same property which was conveyed unto the sai Mortgagor by Ambrose J. Burkey and wife, by deed dated April 12, 1954, and duly recorded among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor

shall pay to the said Mortgagee 3

Seventy-Seven Hundred (\$7700.00) Dollars,

and in the meantime shall perform all the covenants herein on his this mortgage shall be void.

part to be performed, then

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, hereby covenant s to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee 3

or George R. Hughes, their duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in

convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee 3 , the improvements on the hereby mortgaged land to an amount of at least

Seventy-Seven Hundred (\$7700.00)
dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee 3 to the extent of the ir lien or claim to inure to the benefit of the Mortgagee 3 to the extent of the ir hereunder, and to place such policy or policies forthwith in possession of the Mortgagees the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest:

James M. Forly	William A. Burkey (SEAL
manufacture to the state of the	(SEAL
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:	
I hereby certify that on this 27th day of	April , in the year
154 , before me, the subscriber, a Notary Public	
in and for said County, personally appeared, William A.	
the within named Mortgagor , and acknowledged the foregonet and deed. And at the same time, before me, also personally	
and Henrietta H. Burkey, his wife,	
the within decrease in the consideration in said mortgage is true a	named Mortgagee 5 , and made oath in and bona fide as therein set forth.
NESS my hand and Notarial Seal the day and year la	st above written.
	James M. Sorley

UBER 304 PAGE 202

Cumberland, Maryland April 27, 1954.

POR VALUE RECEIVED, we hereby transfer and assign the within and aforegoing Morotage lato The Liberty Trust Company of Cumberland, Maryland and guagantee the payment thereof in accordance with the terms and conditions thereis forth.

WITNESS:

APR 27 1956

Con pared and Milled Delivered T. Mitgee City 4 2 4 19 5 pm The

FILED AND RECORDED AFRIL 27, 1954 at 2:40 P.M.

This Mortgage, Made this

day of

April

in the year nineteen hundred and fifty-four

Charles E. Robinson and Kathryn V. Robinson, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Charles E. Robinson and Kathryn V. Robinson, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Ninety-Three Hundred (\$9300.00) - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) - - per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954







NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in

order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Charles E. Robinson and Kathryn V. Robinson, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty-Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land situated on Kent Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 3, Block 19, of the Cumberland Heights Addition, and described as follows:

BEGINNING for the same on the Southerly side of Kent Avenue at the dividing line between Lots Nos. 2 and 3 of Block 19 of said Addition, said point of beginning being distant North 51 degrees 18 minutes West 75½ feet from the intersection of the Westerly side of Memorial Avenue and the Southerly side of Kent Avenue, and running with said dividing line, South 38 degrees 42 minutes West 120 feet to an alley, thence with said alley, North 51 degrees 18 minutes West 38 feet to the division line between Lots Nos. 3 and 4 of said Block No. 19, thence with the said dividing line, North 38 degrees 42 minutes East 120 feet to the Southerly side of Kent Avenue, and thence with said Avenue, South 51 degrees 18 minutes East 38 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Earl E. Broadrup and wife, by deed dated October 10, 1952, and recorded in Liber No. 245, folio 92, one of the Land Records of Allegany County.

This obligation is also secured by a Chattel Mortgage bearing even date herewith and by and between the same parties, which Chattel

Mortgage covers certain items of personal property. It being understood, however, that the total obligation as evidenced by this Mortgage and the Chattel Mortgage above referred to is Ninety-Three Hundred (\$9300.00) Dollars, together with the interest thereon at the rate above provided.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or ln any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesald sum of Ninety-Three Hundred (\$9300.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full pay ment of the Mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the Mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FIRTHER ACREED that was a secure as of the date hereof future as a secure as of the date hereof.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public ilens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgages as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then

the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Ninety-Three Hundred (\$9300.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

1 24

Charles E. Robinson

Janu M. Losly

Kathryn V. Robinson

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 27 th day of

Apr11

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Charles E. Robinson and Kathryn V. Robinson, his wife,

and each acknowledged, the foregoing mortgage to be

their act and

deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form
of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the
said Charles A. Piper.

did further, in like manner, make oath that he is the President, and agent or attorney for said composition and duly authorised by it to make this affidavit.

by witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Janew M. Sosley Notary Public

To be It. Legge actif al

157

FILED AND HECORDED AFRIL 28, 1954 at 1:55 P.M.

This Mortgage, Made this 277N day of APRIL	in the
year Nineteen Hundred and Burny Fifty-four by and between	
Loren E. Morey and Winifred Jean Morey, his wife,	
of Allegany County, in the State of Meryland	
parties of the first part, hereinafter called mortgagors , and First Federal Savings as	d Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United St	ates of
America, of Allegany County, Maryland, party of the second part, hereinafter called mor WITNESSETH:	tgagee.
Unbercas, the said mortgagee has this day loaned to the said mortgagors . the	sum of

Seventy-seven Bundred & 00/100 - - - - (\$7700.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5½ per cent. per annum, in the manner following:

By the payment of Sixty-two & 92/100 = - - (\$62,92) = - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated, lying and being in Election District No. 29, in Allegany County, Maryland, comprising a part of the William Long Farm in LaVale, Allegany County, Maryland, and located on the northerly side of Fourth Street as laid out and shown in an addition known and designated as "Long's National Highway Second Addition, LaVale, Maryland", a plat of which is duly recorded in Liber 1, folio 97 among the Plat Records of Allegany County, Maryland, the lot herein described and conveyed being a portion of the unnumbered piece of land shown on said plat immediately northeast of whole Lot No. 61 in said addition and particularly described by metes and bounds, as follows, to-wit:

Beginning for the same on the northerly side of said Fourth Street in said addition distant North 48 degrees 41 minutes East 62 feet measured along said side of Fourth Street from its point of intersection with the northeasterly line of whole Lot No. 61 in said addition; and running then with said side of Fourth Street, North 48 degrees 41 minutes East a distance of 88 feet to intersect the extension of the westerly side of Woodlawn Avenue as shown on said plat if the same were extended in a northwesterly direction beyond the

northerly side of Fourth Street; then North 41 degrees 19 minutes
West 143 feet to a 10 foot alley; then with said alley South 72 degrees West 141.5 feet to a 20 foot alley; then with said 20 foot
alley, South 68 degrees 45 minutes East 111.5 feet; then South 48 degrees 41 minutes West 8.5 feet; and then South 41 degrees 19 minutes
East 100 feet to the place of beginning.

And especially together with the right to use in perpetuity, in common with the grantors, their heirs and assigns, the twelve foot strip of land westerly of the last line of the within described parcel of land for its entire length for the purpose of ingress and egress over and across the same, for all proper purposes.

Being the same property which was conveyed unto the parties of the first part by deed of Margaret P. Long and Charles D. Long, her husband, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made ail needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described iand and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shail become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Hgrcco that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

George W. Legge

its duiy constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, piace, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shail be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such saie including taxes, and a commission of eight per cent, to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or met; and set to the believes to see the same shall have then matured or met; and set to the believes to see the same shall have then matured or met; and set to the believes to see the same shall have then matured or met; and set to the believes to see the same shall have the matured or met; and set to the believes to see the same shall have the matured or met; and set to the believes to see the same shall have the met same shall be at the believes to see the same shall have the same shall have the same shall be at the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

100

End the said mortgagors, further eovenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-seven Hundred & 00/100 - (\$7700.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in ease of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor 8 to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgagee, inmediately mature the entire principal and interest horeby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the runs and profits of said promortgagor 8, by voluntary or involuntary grant or assignment, or in any other manner, without the nortgagee's written consent, or should the same be encumbered by the mortgagors, their

the niortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the handsand seals of the said mortgagor s.

Attest:

Loren E. Morey

__(SEAL)

Winifred Jean Morey

(SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 27TH day of APRIL

in the year nineteen hundred and force. Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Loren E. Morey and Winifred Jean Morey, his wife,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Gaorge N. Legge

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

MSS my hand and Notariai Seal the day and year aforesaid.

Notary Public

USER 304 PAGE 208

FILLD AND RECORDED AIRIL 28, 1954 at 1:55 P.M.

This Aurthane. Made this 27 TH day of April

in the year Nineteen Hundred and fifty-four

...... by and between

LOREN ESSEX MOREY and WINIFRED JEAN MOREY, his wife,

Allegany

County, in the State of Maryland

pardes of the first part, and

CHARLES D. LONG and MARGARET P. LONG, his wife

of Allegany

County, in the State of Maryland

pardes of the second part, WITNESSETII:

Whereas, the said parties of the first part are justly indebted unto the said parties of the second part, their heirs and assigns, in the full and just sum of Two Thousand Dollars (\$2,000.00), payable five years after date, together with interest at the rate of first force-we cent (5% %) per annum to be computed and payable monthly as it accrues. The parties of the first part covenant to repay said sum in monthly-installments of not less than Twenty-five Dollars (\$25.00) each, including interest, commencing one month after the date hereof.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part interest thereon, including any future advances, the said part interest thereon, including any future advances, the said part interest thereon, including any future advances, the said part interest thereon, including any future advances, the said part interest thereon, including any future advances, the said part interest thereon, including any future advances, the said part interest thereon, including any future advances, the said part interest thereon. part dohereby give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part. their _heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated, lying and being in Election District No. 29, in Allegany County, Maryland, comprising a part of the William Long Farm in LaVale, Allegany County, Maryland, and located on the northerly side of Fourth Street as laid out and shown in an Addition known and designated as "Long's National Highway Second Addition, LaVale, Maryland", a Plat of which is duly recorded among the Land Records of Allegany County, Maryland, the lot herein described and conveyed being a portion of the unnumbered piece of land shown on said Plat immediately Northeast of whole Lot No. 61 in said Addition and particularly described metes and bounds, as follows:

BEGINNING for the same on the northerly side of said Fourth

BEGINNING for the same on the northerly side of said Fourth Street in said Addition distant North 48 degrees 41 Minutes East 62 feet measured along said side of Fourth Street from its point of intersection with the northeasterly line of whole Lot No. 61 in said Addition and running thence with said side of Fourth Street, North 48 degrees 41 minutes East a distance of 88 feet to intersect the extension of the westerly side of Woodlawn Avenue as shown on said Plat if the same were extended in a northwesterly direction beyond the northerly side of Fourth Street; thence North 41 degrees 19 minutes West 143 feet to a 10 foot alley; thence with said alley South 72 degrees West 141.5 feet to a 20 foot alley; thence with said 20 foot alley, South 68 degrees 45 minutes East 111.5 feet; thence South 48 degrees 41 minutes West 8.5 feet; thence South 41 degrees 19 minutes East 100 feet to the place of beginning.

IT being the same property which was conveyed to the parties of the first part herein by Margaret P. Long and Charles D. Long, her husband, by deed of even date and intended to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage

This mortgage is given to secure part of the purchase price of the within described parcel of land and is a purchase money mortgage.

USER 304 PAGE 209

It is subsequent to a mortgage of even date herewith, given to The First Federal Savings and Loan Association of Cumberland, Maryland, by the parties of the first part herein, also covering the within described parcel.

Consther with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Browided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor , administrator or assigns, the aforesaid sum of together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void. herein on their And it is Agreed that until default be made in the premises, the said part 100 of the first part may hold and possess the aforesald property, upon paying in the meantime, all taxes. assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part_100_ of the first part hereby covenant to pay when legally demandable. But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, eovenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part 108 of the second part . their heirs, executors, administrators and assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sald sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the sald part ies of the first part, their helrs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and pald by the mortgagor a, their __representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or theirsigns, the improvements on the hereby mortgaged land to the amount of at least TWO THOUSAND 00/100 (\$2,000.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other lesses to lnure to the benefit of the mortgagee s, their their assigns, to the extent of ... llen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Wittens, the hands and seals of sald mortgagor s. Witness:

LOREN ESSEX HOREY

[Seal]

WINDRED SEAN MOREY

before me, the subscriber

I hereby certify, That on this 27 TH day of April

a Notary Public of the State of Maryland, in and for said County, personally appeared

State of Maryland, Allegany County, to-wit:

in the year nineteen hundred and fifty-four

of the second part, WITNESSETH:

LOREN ESSEX MOREY and WINIFRED JEAN MOREY, his wife,	
and each acknowledged the aforegoing mortgage to be their respective	1
act and deed; and at the same time before me also personally appeared	
CHARLES D. LONG, one of	+
the within named mortgagees and made oath in due form of law, that the consideration in said	
mortgage is true and bona fide as therein set forth.	1
The same and as therein set forth.	1
August 4	
WITNESS my hand and Notarial Seal the day and year aforesaid.	1
A /th	
Notary Public	
- Turnanti'	
Collade	
Hinder Ruture	
90 15 8 Belt H. Cty	
424 10 34	
FILED AND RECORDED APRIL 28, 1954 at 2:30 P.M.	
PURCHASE MONEY	
This Mortgane, Made this 20 % day of April	
2 2 Table 14	1
in the year Nineteen Hundred and Fifty_four, by and between	1
	1
DYON, OR THE STATE OF THE STATE	1
RICHARD DIAMOND and EVELYN DIAMOND, his wife,	1
of Allegany County, in the State of Maryland,	
parties of the first part, and VERONICA C. DIAMOND	
· · · · · · · · · · · · · · · · · · ·	
The first control of the state	100
AND AND ADDRESS OF THE PARTY OF	
Allegany	

Wibereas, the parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of ELEVEN THOUSAND DOLLARS (\$11,000.00), payable one year after date, together with interest thereon at the rate of sig per cent (6%) per annum, payable quarterly and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant and agree to pay as and when the same shall be due and payable.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of land lying and part of the lot distinguished on the Plat of said City as No. 195, and to wit:

BEGINNING for the outlines of the piece hereby intended to be conveyed at a point on the Westsern side of Mechanic Street at the Northernmoss corner of the building on the corner of said Mechanic occupied by R. Read and Bro., as a Grocery Store, and by other parties, said point being distant 64 feet and 9 inches measured along said Western side of Mechanic Street from the Northern side of Baltimore Street, treating the easternmost corner of the said "Old National"

House" as the intersection of said Streets, and running thenoe with Mechanic Street North 21-1/2 degrees West 20 feet and 6 inches to the center of the front of the division wall between the building on the land hereby intended to be conveyed and that occupied by William F. Hoblitzell (1872) as a saddler's shop, (said building being now (1954) owned by the said Richard Diamond and Evelyn Diamond, his wife,) then through the cetner of said division wall (which it is understood and agreed is to be considered as a party wall, and to stand for the benefit of the properties on each side thereof), and with the said center line extended, South 72-1/2 degrees West 104 feet and 4 inches, then South 18-1/2 degrees East 20-1/2 feet to the line of the outside of the Morthern wall of the aforesaid building known as the "Old National House" extended, then North 71-1/2 degrees East 104 feet and 4 inches to the place of beginning.

TOGETHER with a ll the other, rights, privileges and easements and appurtenances for the benefit of the aforesaid property as may have been granted or to which the parties of the first part may be entitled by reason of the conveyance of said property from Mary C. Dean, widow, et al to the parties of the first part by deed dated April 9, 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price of the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Parties of the first part, their

heirs, executors, administrators or assigns, do and shail pay to the said

party of the second part, her

executor , administrator or assigns, the aforesaid sum of **Eleven Thousand Dollars** (\$11,000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the part to be

performed, then this mortgage shall be void

And it is Agreed that until default be made in the premises, the said parties of may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her heirs, executors, administrators and assigns, or Matthew J. Mullaney. ZNA her skilled attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor 8, their representatives, heirs or assigns. And the said parties of the first part insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand Dollars (\$11,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , her heirs or assigns, to the extent Thorn lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Mitness, the handland sealed said mortgagore Richard Diamond Evelyn Diamond [SEAL] [SEAL]

UBER 304 PAGE 21.3

USER OUT PAGE ALLO	
State of Maryland,	
Allegany County, to-wit:	
I hereby certify. That on this day of April.	
in the year ninetoen Hundred and Tital	
, before the, the subscribe	er,
a Notary Public of the State of Maryland, in and for said County, personally appeared	
RICHARD DIAMOND and EVELYN DIAMOND, his wife,	
and they acknowledged the aforegoing mortgage to be their	
act and deed; and at the same time before me also personally appeared VERONICA C.	æ.
IAMOND,	
the within named mortgagee, and made oath in due form of law, that the consideration in rai	d
mortgage is true and bona fide as therein set for forth.	7.
	77
WITNESS my hand and Notarial Seal the day and year aforesaid.	10
h - lb	•• •
Marchey Murea	-

	182
. Myce Thereau	
FILED AND RECORDED APRIL 26, 1954 St 2:30 P.M.	
This Mortgage, Made thin 26th day of April.	
in the year Nineteen Hundred and Fifty - four , by and between	en
92 PRO 9	12
WALTER A. JOHNSON, Widower,	
The state of the s	4
of Allegany . County, in the State of Maryland,	_
party of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,	
MARYLAND, a national banking corporation, having its principal o	-
in Mt. Savage,	rrı
	rrı
ME Allegeny	rrı
Darty of the second part WITNESSETH.	rrı

Unbereas, the party of the first part is firmly indebted unto the said party of the second part in the full and just sum of RLEVEN

.

UBER 304 PAGE 21.4

HUNDRED DOLLARS (\$1,100.00) as evidenced by his promissory note for said amount of money and of even date and tenor herewith payable, one year after date, to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said party of the first part covenants to pay as and when the same shall be due and payable.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns,

hotrocombinesigns; the following property, to-wit:

All that lot or parcel of ground lying and being in Mount Savage, Allegany County, State of Maryland, and being Lot No. 26 of the Lots laid off and platted by Thomas Perry, Trustee of the estate of Raphael Logsdon, deceased, and more particularly described or referred to in that certain deed from Argus McAtee, widower, to Walter A. Johnson and Margaret C. Johnson, his wife, by deed dated March 10, 1930, and recorded among the Land Records of Allegany

Maryland, in Deed Liber No. 162, folic 625, the said Margaret C. Johnson having since departed this life and the title to said property being vested in Walter A. Johnson, her surviving husband, by operation of law.

Coacther with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on ______ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said <u>Party of the first part</u>

hereby covenants to pay when legally demandable. .

W V

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,

	then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
	and these presents are hereby declared to be made in trust, and the said Party of the secon
	part, its successors or assigns,
	his keron disir duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said party of the first
	part, hishelrs or assigns, and
	in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.
	And the said party of the first part
	further covenants to
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or 1ts successors and
	assigns, the improvements on the hereby mortgaged land to the amount of at least
	Eleven Hundred Dollars (\$1,100,00)
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagee , 1ts successors and missor assigns, to the extent
	of its xhorn lien or claim hereunder, and to place such policy or
	policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
	and collect the premiums thereon with interest as part of the mortgage debt
	Mitness, the hand and seal of said mortgagor
	Attest:
	Bety Black Walter of Johnson [SEAL]
_	State of Maryland, Walter A. Fohnson
	Allegany County, to-wit:
	I hereby certify. That on this 26th day of April,
	in the year nineteen Hundred and Fifty-four , before me, the subscriber,
	a Notary Public of the State of Maryland, in and for sald County, personally appeared
	WALTER A. JOHNSON, widower,
	and he acknowledged the aforegoing mortgage to be bis
	act and deed; and at the same time before me also personally appeared RAYMOND L.
1	HIMMELWRIGHT, Cashier of The First National Bank of Mount Savage,
	the within named mortgagee, and made oath in due form of law, that the consideration in said
2	of law that he is the Cashier of said bank and is duly ed to make this affidavit.
4	TNESS my hand and Notarial Seal the day and year aforesaid.
	A - DA
44	Buty Black Notary Public.
-	Nowly Public.

Compared and Mailed Cucker To Mige 1.0. Bap 32 City

100

eluso and recorded airll 29, 1954 at 11:05 a.m. This Mortgage, Made this 28th day of April in the year Nineteen Hundred and Fifty-four ____, by and between Brooks Joy and Leots M. Joy, his wife, of illegeny County, in the State of Maryland part ies of the first part, and Charles W. Yergan and Grace S. Yergan, his wife, County, in the State of Meryland parties of the second part, WITNESSETH: Wilbergas, the said parties of the first part stand indebted unto the said parties of the second part in the just and full sum of TWO THOUSAND DOLLARS (\$2000,00). as is evidenced by their joint and several promissory note of even date herewith for seld sum of money, payable at the rate of not less than the sum of \$20.00, per month with interest at the rate of six per cent per annum to be computed on semi-annual belances and paid semi-annually; the first of said payments to be made one month after date and thereafter each and every month on the same date until said full sum together with the interest thereon are fully paid. How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said____ perties of the first pert do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit: All that parcel of land located in LeVale Sextion of Allegany County,

maryland, and known as part of the Reservoir Property, and described as follows:

REGINNING for the same at a stake standing at the Northerly corner formed by the intersection of the George's Creek Boulevard (formerly the George's Creek and Cumberland Railroad's property) and C. Street extended and running theses North 42 degrees 51 minutes West 60 feet, to a stake, thence North 38 degrees 06 minutes East 129 feet to a stake, thence South 42 degrees 51 minutes West 74 feet to a stake,

thence with the Mortheasterly boundary of the George's Creek Boulevard Formerly to George's Creek and Cumberland Railroad Company's property) South 44 degrees 69 min
West 128 5 feet to the place of heatening Trans.
Mest 128.5 feet to the place of beginning. It being the same property conveyed to
said parties of the first part by Vincent D. Miltenberger and wife, by deed dated
May 14, 1948, and recorded smong the Land Records of Allegeny County in Liber No.
f lio 365, to which deed reference is hereby made.
Coacther with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Provided, that if the saidparties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executor , administrator or assigns, the aforesaid sum of
TWO THOUSAND DOLLARS (\$2000.00)
And it is Agreed that until default be made in the premises, the said
parties of the first part
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
nortgage debt and interest thereon, the said
, are said
parties of the first part
ereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesald, or of the in- prest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said.
parties of the second pert, their
elrs, executors, administrators and essions on
o, her of dielf duly constituted afformer or agent
me thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs assigns; which saie shall be made in manner fellowing to the purchasers.
assigns; which saie shall be made in manner of purchaser or purchasers thereof, his, her or their heirs
ys' notice of the time, place, manner and terms of sale in some newspaper published in Cumriand, Maryland, which sald sale shall be at public auction for cash, and the proceeds within

from such saie to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said____ parties of the first part, their

_heirs or assigns, and In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

and the said parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or___ their assigns, the improvements on the hereby mortgaged land to the amount of at least

THO THOUSAND

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagees, their heirs or assigns, to the extent
their lieu or claim berounder and the
possession of the mortgagee 3, or the mortgagee man for
between with interest as part of the mortgage debt
Mitness, the hand and seal of said mortgagor s
Attest:
17, As to both:
Brooks Joy [SEAL]
Morris Baron Gotta M. Joy [SEAL]
2004 2. 309
State of M. 1.
State of Maryland,
Allegang County, to-wit:
70 (6 mm)
I herely certify, That on this 28th day of April
in the year nineteen Hundred and Fifty-four . before me, the subscriber.
a Notary Public of the State of Maryland, in and for said County, personally appeared
• and for said County, personally appeared
Brooks Joy and Leota M. Joy, his wife,
andacknowledged the aforegoing mortgage to betheir
act and deed; and at the same time before me also personally appeared
Charles W. Yergan, one of
the within named mortgagee, and made oath in due form of law, that the consideration in said
Mortgage is true and bona fide as therein set for forth.
THESS my hand and Notarial Seal the day and year aforesaid.
EHIDOM O. L
Ethel McCarty Notary Public.
Trously Fuolic.

Fig. AND RECORDED AIRLE 19, 1954 at 12:15 F.M.	
This Anrigage, Made this 29TH day of APRIL	in the
car Nineteen Hundred and work Fifty-four by and between	
Dorie H. Lewis and Evelyn R. Lewis, his wife,	
of Allegany County, in the State of Maryland	
parties of the first part, hereinafter called mortgagor s , and First Federal Savings and	I Loan
Association of Camberland, a body corporate, incorporated under the laws of the United Sta	
America, of Allegany County, Maryland, party of the second part, hereinafter called mort;	
WITNESSETH:	

Whereas, the said mortgages has this day louned to the said mortgages , the sum of Nineteen Hundred & 00/100 - - - - - - (\$1900.00) -- - - - - Dollars, which said sum the mortgagers agree to repay in installments with interest thereon from the date hereof, at the Eate of 6 per cent, per annum, in the manner following:

By the payment of Nineteen & 00/100 - - - - (\$19.00) - - bollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be raid, which interest shall be computed by the calcidar month, and the said installment payment is the applied by the mortgaged in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, tire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Num Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot of ground lying and situate in Allegany County and State of Maryland in the City of Cumberland, designated as Lot No. 114 on the plat of the Humbird Land and Improvement Company of Cumberland, Maryland, recorded in Liber No. 1, folio 8 one of the Plat Records of Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning for said Lot No. 114 on the North side of Elder Street at the end of the first line of Lot No. 113 in said addition and running then with said street, South 53½ degrees East 30 feet to an alley, then with it North 36½ degrees East 125 feet to an alley, then with it North 53½ degrees West 30 feet to the end of the second line of said Lot No. 113, and then with it reversed, South 36½ degrees West 125 feet to the beginning.

Being the sams property which was conveyed unto the parties of the first part by deed of William Alexander Adams and Mary Susan Adams, his wife, dated the 9th day of November, 1943, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 197, folio 703.

USER 304 PAGE 220

It are it that the Mortgagee may at its option advance sums of money at anytone for the money on any Life Insurance pode; assigned to the Mortgagee or wherein the Mortgagee as additional collecteral for this state of the leave facing and which held by the Mortgagee as additional collecteral for this state of the anything and soft none; so advanced share be added to the impaid balance of this

the latt. Be a tank to cantilable R burings, at actions and improvements now or time and increases, and ever part the control good repair and condition, so that the latter than the first the mad approved by large Institute Companies as a fire risk, and from the control of the

The principal of the second of

Consolher 6 - Marie Mari

En haur and in hald the place decreased by a difference into the anti-strawer, but the outer traver, and another or assume, do and that pay to the aid mortgage, its successors researched the pay to the aid mortgage, its successors researched the term of individuous together with the externs the mean, as and when the same half ecome doe and sayable, and in the meanting decayled shall perform all the excenants here in their rank to be performed, then tills mortgage small be void.

And it is Agreed that until default be made in the premises, the said mortgagor's may hald and process; the aforesaid property, upon paying in the meantime, all taxes, assessments and biblio bens levied on said property, all which taxes, mortgage debt and interest thereon, the said of gagor's hereby covenant to pay when legally demandable

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage. Then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

Jeorge 2. Leage

Jeorge 2. Leage

Jeorge 3. Leage

Jeorge 4. Leage

Jeorge 4. Leage

Jeorge 5. Leage

Jeorge 5. Leage

Jeorge 5. Leage

Jeorge 6. Leage

Jeorge 7. Leage

Jeorge 7. Leage

Jeorge 7. Leage

Jeorge 8. Leage

Jeorge 7. Leage

Jeorge

have then matured or not; and as to the halance, to pay it over to the said mortgagors their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said mortgagor, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Mineteen Hundred & 00/100 ---- (\$1900.00) ---- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

At n the said mortgagor so as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits aecruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all lens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgager s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the deht hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said

UBER 304 PAGE 221

premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days. for thirty consecutive days.

Tiltress. the handsand seaisof the said mortgagor s.

Attest:

Dorie H. Lewis Breign R. Lewis _(SEAL)

state of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 29TH day of APRIL

in the year nineteen hundred and forty Fifty-four ..., before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Dorie H. Lewis and Evelyn R. Lewis, his wife,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared. George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

my hand and Notarial Seal the day and year aforesaid.

Notary Public

FILED AND RECORDED APRIL 30, 1954 at 8:30 A.M.

THIS MORTGAGE, Made this twenty-eighth day of April, in the year Nineteen hundred and fifty-four, by and between Victory Post No. 155, of the American Legion, Incorporated, a corporation organized and incorporated under and according to the Laws of the State of Maryland, party of the first part, and



1 70

The First National Bank, of Piedmont, West Virginia, a corporation organized under the National Banking Laws, party of the second part, WITNESSETH:

WHEREAS, by a resolution duly and regularly passed the said Victory Post No. 155, of the American Legion, Incorporated, decided to borrow the sum of Five Thousand (\$5,000.00) Dollars from The First National Bank, of Piedmont, West Virginia, and authorized its Post Commander and Adjutant to execute and deliver its negotiable, promissory note therefor and to execute and deliver unto said Bank a good and sufficient Mortgage on the hereinafter described real estate to secure the payment thereof; and

whereas, pursuant to said resolution the Post Commander and Adjutant of said Corporation have executed and delivered to said Bank its negotiable promissory note, of even date herewith, for said sum of Five Thousand (\$5,000.00) Dollars, payable on demand to the order of said The First National Bank, of Piedmont, West Virginia, with interest from date, to secure the payment of which sum of Five Thousand (\$5,000.00) Dollars, with interest as aforesaid, these presents are executed;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar cash in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof and whenever the same may be demanded, together with the interest thereon, the said Victory Post No. 155, of the American Legion, Incorporated, party of the first part, doth hereby bargain, sell, give, release, grant, convey and confirm unto the said THE FIRST NATIONAL BANK, OF PIRDMONT, WEST VIRGINIA, its successors and assigns, the following property, to-wit:

All the following described real estate situated in the Town of Westernport, in Allegany County, Maryland, to-wit:

All those lots, pieces or parcels of land, situated on the Northerly side of Washington Street, in Westernport, Allegany County, Maryland, which were conveyed unto Susan E. Brady by two Deeds, one from George W. Kildow and Rebecca Kildow, his wife, dated April 12, 1882, and recorded in Liber No. 58, Folio 258, among the Land Records of said Allegany County, Maryland, and the other from Eather-Morrison, Trustee, dated April 9, 1896, and recorded in Liber No. 80, Folio 127, of said Land Records, excepting the parts thereof that were conveyed by the said Susan Brady to (First) Claude W. Greitzner, Jr., by Deed dated August 7, 1901, and recorded in Liber No. 88, Folio 195, and (Second) The German

Brewing Company, by Deed of March 13, 1905, and recorded in Liber No. 98, Folio 209, of the Land Records of Allegany County, Maryland. All of the above described real estate having been conveyed unto Frank B. McMillen by Deed from Elmer J. Carter, Trustee, dated May 21, 1935, and of record in Liber No. 172, Folio 522, of Allegany County, Maryland.

And also, being the same real estate which was conveyed unto the said Victory Post no. 195, of the American Legion, Incorporated, by Frank B. McMillen and Mary Halen McMillan, his wife, by Deed bearing date the oth day of April, 1949, and recorded whong the Land Records of said Allegany County, Maryland, in Liber No. 225, Folio 145.

the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

American Legion, Incorporated, party of the first part, its successors or assigns, shall well and truly pay, or cause to be paid, the aforesaid sum of Five Thousand (\$5,000.00) Dollars, and all interest thereon accrued, when and as the same may become due and payable, and payment thereof is demanded, and in accordance with the tenor and effects of the aforesaid promissory note, or any note or notes given in extension or renewal thereof, or of any part thereof, or for any interest thereon, and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises the said party of the first part shall hold and possess the aforesaid property, upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said party of the first part, its successors and assigns, doth hereby covenant to pay when legally demanded.

But if default be made in the payment of said money, or the interest thereon to accrue, or any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and payable, and these presents are hereby declared to be made in trust, and the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors and assigns, or Harry K. Drane, its or their duly constituted Attorney

or Agent, are hereby authorized and empowered, at any time after such default, to seld the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: by giving twenty days! notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, and such other notice as by the said mortgagee, its successors or assigns, or agent, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: First, to the payment of all expenses incident to such sale, including a commission of eight per centum to the party selling or making sale of said property; secondly, to the payment of all claims of the said mortgages, THE FLOT NOTIONAL BANK, OF PLADWART, WEST VIRGINIA, its successors or assigns, under this mortgage, whether the same shall have matured or not, and the surplus, (if any there be), shall be paid to the mortgagor, its successors or assigns, or to whoever may be entitled to the same.

And the said mortgagor for itself, its successors and assigns, doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shail be and become due by them to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County, Maryland, in equity, which said expenses, costs and commissions the said mortgagor for itself, its successors and assigns, doth hereby covenant to pay, and the said mortgagee, its successors or assigns, or Harry K. Drane, their said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and. commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses, and commissions.

And the said party of the first part, its successors and assigns, doth further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of loss, to inure to the benefit of the said mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to forthwith deliver said policy or policies to the said mortgagee, its successors or assigns, or the mortgagee may effect said insurance and collect the premiums thereon, with interest, as part of the mortgage debt hereby intended to be secured.

IN WITNESS WHEREOF, the said Victory Post No. 155, of the American Legion, Incorporated, has caused its corporate name to be signed hereto by Howard E. Blackburn, its Post Commander, and its corporate seal duly attested by its Adjutant to be hergunto affixed.

VICTORY POST NO. 155, OF THE AMERICAN LEGION, Incorporated,

Ву

Howard Blockhun

ATTEST:

Thomas a Donnelly

STATE OF WEST VIRGINIA, MINERAL COUNTY, to-wit:

I hereby certify that on this <u>yqtt</u> day of April, 1954, before me, the subscriber, a Notary Public of the State of West Virginia, in and for Mineral County aforesaid, personally appeared Howard E. Blackburn, to me personally known, who being by me duly sworn, did say that he is the Post Commander of Victory Post No. 155, of the American Legion, Incorporated, and that the seal of said Corporation, and that said mortgage was signed and sealed in behalf of said Corporation by its authority duly given, and that said Howard E. Blackburn acknowledged said Mortgage to be the free act and deed of said Corporation; and at the same time before me also appeared J. B. Determan, Cashier of The First National Bank, of Piedmont, West Virginia, the within named Mortgagee, and made oath in due form of law that the consideration in said Mortgage is true and bona fide, as therein set forth.

Witness my hand and Notarial Seal the day and year



A Breach Markey or

My commission expires Distance 7 of 1961

Compared and Mailed Bekinder To Mitgee Historyart Md

FILED AND RECORDED AFRIL 30, 1954 Bt 10:40 A.M.

This Mortgage, Made this twenty third day of April----in the year Nineteen Hundred and Fifty Iour ----- by and between

Clifford H. Willer and Bertha E. Miller, husband and wife-----

of Allegany-----County, in the State of Maryland----parties of the first part, and The Citizens National Bank of Westernport, The United States of America.

1 14 1

Maryland, a corporation, organized under the national banking laws of

of Westernport, Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Unbereas,
The said parties of the first part are indebted unto the party of the second part in the full and just sum of nine hundred dollars for money lent, which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part, at The Citizens National Bank of Westernport, Maryland, And Whereas, it was understood and agreed between the parties hereto that this mortgage should be executed, __

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Parties of the first part

do ---- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors,

*** and aszigns, the following property, to-wit:

All that certain real estate in Allegany County, "aryland not far from the Town of Westernport, and being a part of the Old Uriah Duckworth Farm near Stony Run, aontaining 6.23 acres, more or less and which was conveyed unto the parties of the first part herein by deed from Ida J. Sears and C. L. Sears, dated September 18, 1943 and recorded in Liber No. 197 Folio 458 of the land records of Allegany County, Maryland. Also that adjoining parcel of land containing 4.8 acres, more or less and which were conveyed unto the parties of the first part by deed from the same parties, dated February 20, 1954 and of record among the land records of Allegany County, "aryland in Liber No. 257 Folio 384. To both of said deeds so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged. All that certain real estate in ular description of the property hereby mortgaged.

COGCIDET with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their----party of the second part, its successors, ----or assigns, the aforesaid sum of Nine hundred dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their ---- part to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said parties of the first part, their heirs or assigns -----the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Darties of the first part --

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the

second part, its successors.

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public suction for each, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all meneys owing under this mortgage, whether the same shall have been then

ured or not; and as to the balance, to pay it over to the said. D

part, theireness heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Hnd the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its auccessors or and assigns, the improvements on the hereby mortgaged land to the amount of at least Nine hundred ---and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Witness, the hand and seal of said mortgagor. H. P. militarith & Clifford Miller [SEAL] x 3 enths & miller [SEAL]
Bertha E. Miller. State of Maruland. Allegany County, to-wit: I hereby certify, That on this twenty third-day of April----in the year nineteen Hundred and Fifty four-constant, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Clifford H. Miller and Bertha E. Miller, husband and wife---acknowledged the aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Horace P. Whitworth, President of The Citizens National Bank of Westernport, Maryland. the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona flde as therein set for forth., and that he is the preof the said bank duly authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid.

1 11 1

FILED AND RECORDED APRIL 30, 1954 at 11:50 A.M.

This Mortgage, Made this 28th. day of April

in the year

Nineteen Hundred and Fifty-four by and between

JAMES M. CLISE and CORA M. CLISE, his wife.



of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the piural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Twenty-nine - - - - - - - - - - - - - - - - - - 30/00

Doilars.

(\$ 29.30) commencing on the 28th. day of May , 1954 and on the 28th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 28th. day of April , 1957. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legality permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

JAMES M. CLISE and CORA M. CLISE, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL the surface of that piece or parcel of land, situate near Yele Sumit, in Election District No. 17, Allegany County, Maryland, and more particularly described as follows:

REGINITED for the same at a point in center of an old road and being North 13 degrees 05 minutes West 65.00 feet from Consolidation Coal Company's Ingineers Survey Station No. 11365, which is a copper plug in a large stone, 1½ feet above ground; then with the center of said road (true meridian courses and herizontal distances used throughout) South 55 degrees 25 minutes Nest 162.00 feet; then leaving said good, South 5 degrees 28 minutes West 271.00 feet; South 77 degrees 15 minutes West 256.00 feet; North 12 degrees 40 minutes West 514.00 feet to a point on the Southerly edge of improved road from Vale Summit to Midland, as conveyed by the Consolidation Coal Company to The Read Directors for Allegany County, Maryland, by deed or August 80th, 1951; them with Southerly edge of last mentioned road, and 20 feet

distant from center line thereof in a Northeasterly direction for a distance of 279.00 feet; them leaving said road South 11 degrees 50 minutes East 107.00 feet to the beginning, containing three and fifty hundredths (5.50) acres, more or less.

BRING the same property which was conveyed to the said James M. Clise and Cora M. Clise, his wife, by deed from Consolidation Coal Company, dated January 5, 1942 and recorded in Liber No. 192, folio 584 among the Land Records of Allegany County, Maryland. Special reference is hereby made to said deed for a further description of the property herein intended to be conveyed and the restrictions, covenants, conditions and reservations therein specifically set forth.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen Hundred - - - (\$ 1,500.00) Doilars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfuily imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter

1 24

USER 304 PAGE 231

provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto,

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 28th.

day of April in the year Nineteen

Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JAMES M. CLISE and OCRA M. CLISE, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared without actor Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day e written.

all M. Pace Notary Public

FILED AND RECORDED APRIL 30, 1954 at 11:50 A.M. PURCHASE MONEY

This Morigage, Made this 29th. day of April

in the year

Nineteen Hundred and Fifty-four by and between

GEORGE E. HENNETT and RITA W. HENNETT, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH-

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity SavIngs Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of SEVEN THOUSAND TWO HUNDRED AND NO/100 - - - - half (\$ 7,200.00) with interest at the rate of four & one er centum (4 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Dollars.

(\$ 55.08) commencing on the lst. day of June 1st. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 29th. day of April, 1969 x195. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof. '

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the sald indebtedness at the maturity thereof, together with the Interest thereon, the said

George E. Bennett and Rita W. Bennett, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fldelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and

Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

All that tract, piece or parcel of land situate near the Town of Frostburg, Allegany County, Maryland, and being more particularly described as follows, to-wit: ENGINNING at a stake standing on the West side of present road leading to New Hope Farm and running thenes North 45 degrees 28 minutes West 146 feet to a stake standing on the Right-of-Way limits of the Combarlandiand Pennsylvania Railroad, said stake being 90.00 feet from center line of said Railroad and running with said right-of-way limits in a Northeasterly direction, 105.00 feet, thence North 54 degrees 00 minutes West 60 feet to a point on right-of-way limits of aforementioned Railroad, said point being 30.00 feet from senter line thereof, thenes still in a Northeasterly direction and with the right-of-way and running thenes South 68 degrees 00 minutes West 133.00 feet to a stake standing on the West side of aforementioned read, thence with West side of said road, South 13 degrees 00 nimutes West 145.00 feet to a stake, thence South 27 degrees 40 minutes West 86.00 feet to the place of beginning. of beginning.

BEING the same property which was conveyed to Harold Whitehead et ux, by deed from William L. Smyder et ux, dated April 8, 1946 and recorded in Liber No. 208, folio 248 among the Land Records of Allagany County, Maryland. A plat of said property outlined in red is filed in Plat Case No. 152 among the Plat Records of Allagany County, Maryland.

REING also the same property which was conveyed to the said George E. Bennett and Rita W. Bennett, his wife, by deed from Harold Whitehead and Marilya Ruth Foote Whitehead, his wife, of even date herewith, which is intended to be recorded among said Land Records simultaneously with this mortgage.

THIS MORTGAGE is executed to secure a part of the purchase price of the above described property and is, in whole, a PURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as . may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in the manner following, to-wit: By giving at least twenty days' hotice of the time, place, manner and terms of sale in some newspaper published in Ailegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

SEVEN THOUSAND TWO HUNDRED AND MO/100 - - - - - - - (\$ 7,200.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

the indebteducss secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties

WITNESS the hand and seal of said mortgagor.

ATTEST:

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 29th. day of April

in the year Nineteen

Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

GEORGE E. HERWETT and RITA W. HERWETT, his wife.

FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William Dockness did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.

1 20 1

Notary Public

UBER 304 PAGE 235

		29TH day of APRIL	in the
year Nineteen	Hundred and Houty Fifty	-four by and between	
— У	ernon C. Anderson and A	nna H. Anderson, his wife,	
	of Allegany	County, in the State of Na.	ryland
part ies of t	he first part, hereinafter call	ed mortgagor s , and First Federal Sav	vings and Loan
		e, incorporated under the laws of the U	
	legany County, Maryland, p	party of the second part, hereinafter cal	
Wherea	is, the said mortgagee has	this day loaned to the said mortgagor s	the sum of
		/100 (\$8400,00)	
which said sum	the mortgagor s agree	to repay in installments with interest per annum, in the manner following:	
By the payr on or before the principal sum as and the said ins the payment of of every nature charges affecting	first day of each and every district day of each and every district and the paid, what tallment payment may be ap- interest; (2) to the payment and description, ground re- g the hereinafter described; m. The due execution of the	month from the date her. I, until the tich interest shall be computed by the capifed by the mortgagee in the following of all taxes, water rent, assessments or at, fire and tornado insurance premiur premises, and (3) towards the payment his mortgage having been a condition premises.	whole of said dendar month, order: (1) to public charges ms and other
granting of said Now Gi paid, and in orde	advance. perefore, in consideration of the contract of the contract of the prompt payment to secure the prompt payment payment to secure the prompt payment paym	of the premises, and of the sum of one of the premises, and of the sum of one of the said indebtedness at the mat	ecedent to the

together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property.

All that lot, piece or parcel of ground lying and being on the southeasterly side of Simpson Avenue in Allegany Grove Camp Ground, LaVale, Allegany County, Maryland, a plat of which said Camp Ground is recorded in Liber · 122, folio 727 one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the southeast side of Simpson Avenue, said stake being South 50 degrees 40 minutes West, 239.50 feet from the intersection of said avenue with the most southwest corner of Emory Avenue, and running then South 39 degrees 20 minutes East, 157.00 feet to the northwest bank of Braddock Run; then with said northwest bank of Braddock Run, South 47 degrees 26 minutes West, 100.20 feet to a stake; then leaving said Run, North 39 degrees 20 minutes West 162.52 feet to a stake standing on the southeast side of aforementioned Simpson Avenue; and then with the southeast side of said svenue North 50 degrees 40 minutes East, 100,00 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Willie W. Robb, widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

it is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

Gaorga W. Legga , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the halonce, to ver it over to the call more taxes.

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the or assigns.

And the said mortgagor,s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight. Thousand Four Hundred & 00/100 - (\$8400.00) - Doilars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all issues for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all items for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levide that may be made on the mortgaged property, on this mortgage or note, or in any waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said

1 40 F

USER 304 PAGE 237

premises and account therefor as the Court may direct; (4) that should the title to the herein mort-gaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgager's written consent, or should the same be encumbered by the mortgager's . their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

#ilness, the handsand seals of the said mortgagors.

Attest:

(SEAL)

m. anderson (SEAL)

PERMIT

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 29TH day of APRIL

in the year nineteen hundred and facty_Pifty-four_ _, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Vernon C. Anderson and Anna M. Anderson, his wife, the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said CHARLES MA

Want ESS my hand and Notarial Seal the day and year aforesaid.

UBER 304 PAGE 238

FILED AND RECORDED APRIL 30, 1954 at 1:55 P.M.

THIS MORTGAGE, Made this 29 day of Africa ... 1954, by and between DAVID ELIAS WILSON, JR. and HELEN ROSALIE WILSON, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL PANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETT:



1 20 1

NOW, THEREFORE, THIS PORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that piece or parcel of ground situate, lying and being in Election District No. 21 in Allegany County in the State of Maryland, and more particularly described as follows, to-wit:

BEGINNING at the end of 633.5 feet on the 23rd line, reversed and corrected to true meridian course, of the tract of land conveyed by Espey J. Mauk and Adaline M. Mauk, his wife, to Wesley C. Light by deed dated July 11, 1925, and recorded in Liber

UBER 304 PAGE 239

151, folio 91, one of the Land Records of Allegany County, Maryland, the end of said 23rd line being marked by a corner post of two fences, and running thence by part of said 23rd line reversed and corrected South 1/2 degree East 91.6 feet to a stake; thence North 57-1/2 degrees West 514 feet to a stake; thence North 32-1/2 degrees East 75 feet to a stake; thence South 57-1/2 degrees East 463 feet to the beginning.

It being the same property which was conveyed to the first parties, as tenante by the entireties, by Jures Summers and Helen Virginia Summers, his wife, by deed dated the 13th day of December, 1947, recorded arong the Land Records of Allegany County, Maryland, in Liber 218, folio 3°1.

TOCETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the

second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby cortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of cale in come newspaper published is allegony County, Maryland, which said sale chall be at public auction for each, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second port to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors."

WITHESS as to both:

David Elias Wilson, Jr. (SEAL

They Roselie Thiling (52AL

The transfer to the second

UNER 304 PAGE 241

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

WITNESS my hand and Notarial Seal.

Motary Bublic Notary Bublic My Commission expires May 2, 1955

Company and Nove Secretary
To Telegra, Palanamed A.

FILED AND RECORDED MAY 1, 1954 at 8:30 A.M.

This Muricage, Made this Twenty-sixth day of April.

in the year Ninoteen Hundred and Fifty-four ______, by and between MAURICE A. BENNETT and MARGARET BENNETT, his wife. ______

of _____Allegany____County, in the State of Maryland parties of the first part, and THE FIRST NATIONAL BANK, OF PIEUMONT, WEST FINGURES, a corporation organised under the National Banking Laws.

part y of the second part, WITNESSETH:

Milberene, the said Maurine A. Bennett and Margaret Bennett, his

UBER 304 PAGE 242

WITE, parties of the first part, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEIMONT, WEST VIRGINIA, in the just and full sum of TWELVE HUNDRED (\$1200.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of TWELVE HUNDRED (\$1200.00) DOLLARS, payable on demand to the order of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said Bank, and to be repaid in sums of not less than TWENTY (\$20.00) DOLLARS per month until the full amount of principal of said note, with interest, has been paid; to secure the payment of which said of TWELVE HUNDRED (\$1200.00) DOLLARS, with interest as aforesaid, these presents are executed;

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Maurice A. Bennett and Margaret

Bennett, his wife, parties of the first part,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said ----THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors
was und assigns, the following property, to-wit:

All that real estate situated between the Towns of Barton and Westernport, at and near the Village of Reynolds, in Allegany County, Maryland, described as follows:

BEGINNING at a post, being the Southwest corner of Military Lot No. 3748 of which this is a part, and running thence North 18 degrees 29' West 315 feet to a post on the right of way of a public road; and running thence along said public road curving to the left 110 feet to a post; thence, by the same, North 71 degrees 7' East 266 feet to a

psot at intersection with State Highway; thence by the right of way, curving to the left, 110 feet to a post on the Southern boundary line of Military Lot No. 3748; thence by said boundary South 44 degrees 45° West 513.5 feet to a post, the place of beginning, containing One and Seven-tenths (1-7/10) acres; being the same property which was conveyed to the said parties of the first part by Ervin B. Crites et ux by Deed, dated April 3rd, 1947, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 214, folio 340.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Egreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

1 10 1

URER 304 PAGE 243

	No. 12 (1977)
	hereby covenant to pay when legally demandable.
	But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
	and these presents are hereby declared to be made in trust, and the said
	THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors
	his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
	permand, maryland, which said sale shall be at public auction for each and the proceeds arising
	from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said parties of the first
	part, their heirs or assigns, and
	in case of advertisement under the above power but no sale, one-half of the above commission
	shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns.
	And the said parties of the first part
	further covenant to
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	Company or companies acceptable to the mortgagee or its successors or
	assigns, the improvements on the hereby mortgaged land to the amount of at least
	Twelve hundred (\$1200.00) Dollars,
	Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagee , its successors North or assigns, to the extent
	of 1ts or their lien or claim hereunder, and to place such policy or
	policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
	and collect the premiums thereon with interest as part of the mortgage debt
	Hittess, the hand and seal of said mortgagors
	Attest:
	Bened Mayling of marrice q Bennett [SEAL]
	Je Busel Mayling of Margaret Bennett [SEAL]
-	STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:
	I hereby certify, That on this VEC day of April
	in the year nineteen Hundred and Fifty-four before me, the subscriber.
	a Notary Public of the State of Mary and, in and for said County, personally appeared Maurice
No.	A. Bennett and Margaret Bennett, his wife,
	and each acknowledged the aforegoing mortgage to be their respective
	act and deed; and at the same time before me also personally appeared J. B. Determan.
	Cashier of the FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,
	the within named mortgages, and made oath in due form of law, that the consideration in said
3	meetings is true and bons fide as therein set for forth.
	2 3 E
3	THES my hand and Notarial Seal the day and year aforesaid.
	y offenfalion expires
1	
1	Thing 7th 1961 J. Bened Mayling of

UBER 304 PAGE 244

THIS MORTGAGE, Made this 29th. day of April	19 54	_ by and between
James Jenkins (Sr.), widower	10.40	by and orenous
Frostburg, Allegany County , in the State of Maryland, Morts	gagor , and	THE PIDELITY
WHEREAS, the mid Mortgagor 18 justly indebted unto the Mortgagoe in the ful	T and fust sur	
Fifteen Thousand Dollars	, 15,	,000.00
one year after which is to be repaid the said Mortgagee.		PARTICINA TRACE
NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the Mortgager does grant, assign and convey unto the said Mortgager, its successors and sasigns in Frostbury. Allegany County. Maryland	he sum of On fee simple all	e Dollar, the said that lot of ground
and premises located in Frostburg, Allegany County, Maryland		knows as
Lot Seventeen of the original town lots, plat recorded among Land		
and more fully described in a Deed from Joseph & Holen H.L. Williams dated		
secorded smong Land Records of Allegany County, Maryland , Liber 158		
TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, and advantages thereto belonging or in anywise appertaining.	waters, privileg	res, appurtenances
TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and a said THE FIDELITY SAVINGS BANK OF PROSTBURG, ALLEGANY COUNTY, MARYLAI orever, provided that if the said Mortgagor his heirs, executors, administrators or cause to be paid to the said Mortgagoe, its successors and assigns the aforesaid indebtedness, to a and when the same shall become due and payable and, in the meantime, do and shall performed, then this mortgage shall be void.	ND, its success or assigns, do 0: ogether with the form all the co-	more and assigns, iB and shall pay se interest thereon evenants herein on
AND, it is agreed that until default be made in the premises the said Mortgagor may retroperty upon paying in the meantime all tames and assessments levied on said property, all of a sterest thereon said Mortgagor hereby covenant ⁸ to pay when legally demandable.		
AND, the said Mortgague further covenant 5 to keep the improvements on the said magninat loss by fire and other hazards as the said Mortgagee may from time to time require, for the company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to	mortgaged prop	perty fully insured
But in case of any default or violation of any covenant or condition of this mortgage, then secured shall at once become due and payable, and the Mortgages, its successors or anxigns, or Alberonetituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property secensary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale iving at least twenty days notice of the time, place, manner and terms of sale in some newspape Maryland, which sale shall be at public suction for cash and the proceeds arising therefrom to til expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the poot of the payment of all monies owing under this mortgage, whether the same shall have been mature a pay it over to the Mortgagor 11.5 heirs or assigns, and in case of advertisement becommission shall be paid by the Mortgagor 11.5 representatives, heirs or assigns.	the entire mort ort A. Doub, its, y, or so much ti de shall be mad or published in apply: first, to party making as ed or not; and a	rigage debt hereby has or their duly thereof as may be le as follows: By Allegany County, to the payment of aid asle; secondly, as to the belones
WITNESS my hand and seal	- French	
James Jenk	et na	(SEAL)
ATTEST:	Alle	(SEAL)
Rath M. Race Race	10	(SEAL)
ITATE OF MARYLAND,		£
ALLEGANY COUNTY, to-wit:	AF-P- CIT SA	2.
I HEREST CERTIFY, That on this 29th. day of April	. 19.	54 , before me,
he subscriber, a Notary Public of the State and County aforesaid, personally appeared		W. G.A.A.
named in the aforegoing mortgage and he acknowledged the aforegoing white ages time also appeared MERAMENANTARING Treasurer of THE FIDELITY RAYING MERAMEN COUNTY, MARYLAND, and made sait in due form of law that the consideration set ad loops fideling therein set forth. G. Alvin Arciling	mortgage to I	e his act.

LIBER 304 PAGE 245

Compared and Tom Certify
To Myse City

FILED AND RECORDED MAY 1, 1954 at 9:00 A.M.

THIS MORTGAGE, Made this 3024 day of aprice, 1954, by and between William M. Long, unmarried, and Elizabeth A. Long, widow, (Mother of William M. Long) of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Gladys E. Stallings U/T/A dated July 17, 1953, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Four Thousand (\$4,000.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 30th day of June, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William M. Long, unmarried, and Elizabeth A. Long, widow, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Gladys E. Stallings U/T/A dated July 17, 1953, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Southwest side of Columbia Avenue and the Northwest side of Pulaski Street, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at the point of intersection of the Southwest side of Columbia Street and the Northwest side of Pulaski Street as at present located, February, 1954, said point of intersection being also the beginning of the whole property of which this is a part as conveyed by J. W. Kuffner, et al, to Edward E. Long, et ux, by deed dated the 1st day of April, 1913, and recorded in Liber No. 112, folio 221, one of the Land Records of Allegany County, and running thence with part of the first line of the said whole property (Bearings as of the said





deed and with Horizontal Measurements) North 67 degrees and no minutes West 27-1/10 feet to a chiseled mark in the concrete sidewalk standing at the end of the 3rd line of the adjoining property conveyed by William Sisler, et ux, et al, to Annie C. Porter by deed dated the 29th day of July, 1919, and recorded in Liber 128, folio 373, (First Part), one of the Land Records of Allegany County, thence leaving the said Southwest side of Columbia Avenue and reversing the third line of the said Annie C. Porter deed, South 28 degrees and 15 minutes West, 92-39/100 feet to an iron stake at the base of the corner gate-post standing on the Northeast side of a 10-foot driveway conveyed by the Second Part of the aforesaid Annie C. Porter deed and now considered an unrestricted outlet from the garage on the said Annie C. Porter property (Second Part) to Pulaski Street, thence with the said Northeast side of the 10-foot driveway, North 61 degrees and 45 minutes East, 27-6/10 feet to an iron stake standing on the said Northwest side of Pulaski Street, and the fourth line of the aforementioned Edward E. Long Whole property, thence with the remainder of the said fourth line and the Northwest side of Pulaski Street, North 27 degrees and 55 minutes East, 94-9/10 feet to the beginning.

It being the same property which was conveyed unto Edward E. Long and Elizabeth A. Long, his wife, by deed dated the 1st day of April; 1913, and recorded in Liber No. 112, folio 221, one of the Land Records of Allegany County. The said Edward E. Long has since departed this life, thus vesting the complete title in and to said property unto his widow, the said Elizabeth A. Long. By subsequent deed, the said Elizabeth A. Long conveyed the said property unto her son, William M. Long, by deed dated the 26th day of February, 1954, and to be duly recorded among the Land Records of Allegany County. The said Elizabeth A. Long retained for herself in said deed, a life estate in the said property.

TOGETHER with the buildings and improvements thereon, and the rights; roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of

1 20

Four Thousand (\$4,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, That it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the Mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said Mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give writtennotice of any default by registered mail and make demand for tender of the indebtedness; and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns, or George R. Hughes, its, his ortheir duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days! notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums

of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and mas to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgagedland, to the amount of at least Four Thousand (\$4,000.00) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hand and seals of the said Mortgagors the day and year above written.

William M. Long (SEAL)

WITNESS:

1 20 1

Auryan buch

Elizabeth a. Long (SEAL)

BER 304 PAGE 249

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this soul day of april 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared William M. Long, unmarried, and Elizabeth A. Long, widow, and each acknowledged the aforegoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made cath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or atborney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Mm a Wasking

FILED AND RECORDED MAY 1, 1954 at 9:05 A.M.

This Mortgage, Made this 22nd day of April. in the year Nineteen Hundred and Fifty -three *

Wade Kenneth Morral and Agnes Fredman Morral, his wife, THE PROPERTY AND PERSONS ASSESSED THE PROPERTY OF THE PARTY OF THE PAR

of Allegany County, in the State of Maryland,

parties of the first part, and

Bertha Kisamore, and Fleat/Kisamore, her husband,

Allegany

County, in the State of

Maryland,

of y

of the second part, WITNESSETH:



Thereas, the Parties of the First Part arejustly and bona Tidely indebted unto the Part; of the Pecona Part in the full and just sum of Three Thousand (\$2,000.00) Pollars, and which said sum shall bear interest at the rate of four per cent (4%) per annum, and which said principal sum and interest shall be paid as follows: the interest to be computed and paid up in said principal sum or any valance thereof each six months hereafter; and the principal sum to become due and payable ten years from the date hereof, with the right reserved to the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

This mortgage is secured by a judgment note of even date nerewith.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

wade Aenneth Morral and Agnes Fredman Morral, his wife,

do

1.44

give, grant, bargain and sell, convey, release and confirm unto the said

Bertha Kisamore, here and Fleat n. Kisamore, her husband, their heirs and assigns, the following property, to-wit:

All those lots or parcels of ground situate in election District No. 29 in All gany County, State of Maryland, which are known and designated as Lots Nos. 81, 82, and 83 on the plat of the "Lands" of Lewis Heirs and Lewis First Addition, winchester Road, Which plat is filed among the Land Records of Allegany County, Maryland, in Map Case Box No. 145 to Which said map special reference is hereby made, said Lots Nos. 81, 82, and 83 being particularly described as follows, to Wit:

BEGINNING for the said lots at a point on the easterly side of avenue A at the interesection of Lots Nos. 83 and 84 and running thence along the easterly side of A avenue, North 3 degrees 40 minutes East 150 feet; thence South 86 degrees 20 minutes East 191.1 fe to the Westerly side of an alley; and thence along the Westerly side of Said alley. South 1 degree 07 minutes East 150.3 feet to Lot Mo.

84; and thence on the dividing line between Lots Nos. 83 and 84, North 86 degrees 20 minutes West 201.1 feet to the place or the Deginning.

The aforesaid property is the same property which was conveyed by deed dated the 2nd day of March, 1954, by William T. Lewis, et al, etc., to wade genneth Morral and AGNES Fredman Morral, his wife, and which said deed is recorded in Liber No. 256, folio 548, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a full and particular description of the lands hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Wade Kenneth Morral and Agnes Fredman orral, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Bertha Kisamore, her husband, their

executor s, administrators or assigns, the aforesaid sum of.

--- THREE THOUSAND DULLARS (\$3,000.00)-----

UBER 304 PAGE 251

together with the interest thereon, as		
The state of the s	and when the same shall become	ome due and payable, and i
the meantime do and shall perform	all the covenants herein on	their part to b
performed, then this mortgage shall be	be void.	part to o
End it is Agreed that unt	til-default be made in the prem	ises, the said
wade wenneth dorral and		
m	ay hold and possess the sforce	tid monastu t
an taxes, assessments a	and public liens levied on said	property, all which taxes,
mortgage debt and interest thereon, the	e said	
		is wire,
But in case of default being	demandable.	
But in case of default being made terest thereon, in whole or in part, or i then the entire mortgage debt intended	to be hereby secured shall at o	condition of this mortgage, nce become due and payable,
and these presents are hereby declared	to be made in trust, and the s	aid
Bertha Kisamore, Ask an	d Fleat H. Kisamore,	her husband,
heirs, executors, administrators and assi	igns, or carl Edmine	i manges.
his, her or their duly constituted attorne time thereafter, to sell the property her and to grant and convey the same to the or assigns; which sale shall be made in days, notice of the time, place, manner a task of the sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing uncommission.	ry or agent, are hereby authorized the purchaser or purchasers the manner following to-wit: and terms of sale in some new be at public auction for cash, ment of all expenses incident	sed and empowered, at any erof as may be necessary, reof, his, her or their heirs By giving at least twenty spaper published in CERES, and the proceeds arising to such sale, including all
matured or not; and as to the balance, to	o pay it over to the said	Wade Kenneth dorral
and Agnes Fredman Morral, hi	s wire, their	
in case of advertisement under the above shall be allowed and paid by the mortga	re power but no sale, one-half gor s, their represe	ntatives, heirs or assigns.
And the said wage Kenne	th Morral and Agnes Fi	redman Morral, his
wife,		footbas
insure forthwith, and pending the existen	ce of this mortgage, to keep in	footbas
insure forthwith, and pending the existen Company or companies acceptable to the	oe of this mortgage, to keep in	further covenant to
insure forthwith, and pending the existen Company or companies acceptable to the assigna, the improvements on the hereby	oc of this mortgage, to keep in	further covenant to sured by some insurance of at least
insure forthwith, and pending the existen Company or companies acceptable to the assigns, the improvements on the herebyThree Thousand Dollars (\$	mortgagee or her mortgaged land to the amount of 3,000.00)	further covenant to sured by some insurance
insure forthwith, and pending the existen Company or companies acceptable to the assigna, the improvements on the hereby ——Three Thousand Dollars (\$ and to cause the policy or policies insued	mortgagee or her mortgaged land to the amount of 3,000.00) therefor to be so framed or end to the	further covenant to sured by some insurance of at least Dollars, lorsed, as in case of fires,
insure forthwith, and pending the existen Company or companies acceptable to the assigna, the improvements on the hereby ——Three Thousand Dollars (\$ and to cause the policy or policies issued to inure to the benefit of the mortgagee	mortgagee or her mortgaged land to the amount of 3,000.00) therefor to be so framed or end triefr beirs	further covenant to sured by some insurance of at least
insure forthwith, and pending the existen Company or companies acceptable to the assigna, the improvements on the hereby —Three Thousand Dollars (\$ and to cause the policy or policies insued to inure to the benefit of the mortgagee _ of ther	mortgagee or her mortgaged land to the amount of 3,000.00) therefor to be so framed or end their heirs	further covenant to sured by some insurance of at least
insure forthwith, and pending the existen. Company or companies acceptable to the assigna, the improvements on the hereby——Three Thousand Dollars (\$ and to cause the policy or policies issued to inure to the benefit of the mortgagee of their assignations of the mortgagee policies forthwith in possession of the mor	mortgagee or her mortgaged land to the amount of the land of the mount of the land of the land or end their heirs To lien or claim hereunder, and traggee 2, or the mortgages 2, or the mortgages 3.	further covenant to sured by some insurance of at least
insure forthwith, and pending the existen Company or companies acceptable to the assigna, the improvements on the hereby —Three Thousand Dollars (\$ and to cause the policy or policies issued to inure to the benefit of the mortgagee _ of ther policies forthwith in possession of the mortand collect the premiums thereon with in	mortgagee or her mortgaged land to the amount of 3,000.00)	further covenant to sured by some insurance of at least
insure forthwith, and pending the existen Company or companies acceptable to the assigna, the improvements on the hereby ——Three Thousand Dollars (\$ and to cause the policy or policies issued to inure to the benefit of the mortgagee of ther policies forthwith in possession of the mor	mortgagee or her mortgaged land to the amount of 3,000.00)	further covenant to sured by some insurance of at least
insure forthwith, and pending the existen Company or companies acceptable to the assigna, the improvements on the hereby —Three Thousand Dollars (\$ and to cause the policy or policies issued to inure to the benefit of the mortgagee of there policies forthwith in possession of the mortand collect the premiums thereon with in Militers, the handrand seabof sai Attest:	mortgagee or her mortgaged land to the amount of 3,000.00) therefor to be so framed or entirely heirs from the contract of the mortgages making the contract of the mortgages mitterest as part of the mortgage id mortgagers;	further covenant to sured by some insurance of at least
insure forthwith, and pending the existen Company or companies acceptable to the assigns, the improvements on the hereby —Three Thousand Dollars (\$ and to cause the policy or policies issued to inure to the benefit of the mortgagee of ther policies forthwith in possession of the mor and collect the premiums thereon with in Mitness, the handsand seabof sai Attest:	mortgagee or her mortgaged land to the amount of 3,000.00)	further covenant to sured by some insurance of at least
insure forthwith, and pending the existen Company or companies acceptable to the assigns, the improvements on the hereby —Three Thousand Dollars (\$ and to cause the policy or policies issued to inure to the benefit of the mortgagee of ther policies forthwith in possession of the mortand collect the premiums thereon with in Mithress, the handkand seabof as	mortgagee or her mortgaged land to the amount of 3,000.00) therefor to be so framed or entirely heirs from the contract of the mortgages making the contract of the mortgages mitterest as part of the mortgage id mortgagers;	further covenant to sured by some insurance of at least
insure forthwith, and pending the existen Company or companies acceptable to the assigna, the improvements on the hereby —Three Thousand Dollars (\$ and to cause the policy or policies issued to inure to the benefit of the mortgagee of ther policies forthwith in possession of the mor and collect the premiums thereon with in Mitness, the handsand seabof sai Attest:	mortgagee or her mortgaged land to the amount of 3,000.00) therefor to be so framed or entirely heirs from the contract of the mortgages making the contract of the mortgages mitterest as part of the mortgage id mortgagers;	further covenant to sured by some insurance of at least Dollars, lorsed, as in case of fires, or assigns, to the extent it to place such policy or ay effect said insurance debt. [SEAL]
insure forthwith, and pending the existen Company or companies acceptable to the assigna, the improvements on the hereby —Three Thousand Dollars (\$ and to cause the policy or policies issued to inure to the benefit of the mortgagee of ther policies forthwith in possession of the mor and collect the premiums thereon with in Mitness, the handsand seabof sai Attest:	mortgagee or her mortgaged land to the amount of 3,000.00) therefor to be so framed or entirely heirs from the contract of the mortgages making the contract of the mortgages mitterest as part of the mortgage id mortgagers;	further covenant to sured by some insurance of at least

UBER 304 PAGE 252

State of Maryland, Allegany County, to-wit: I hereby certify. That on this. 22nd day of April, in the year nineteen Hundred and Fifty -four before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared Wade Kenneth Morral and Agnes Fredman Morral, his wife, and each acknowledged the aforegoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared Bertha Kisamore and Fleat n. Kisamore, her mashand, the within named mortgagee, and made oath in due form of law, that the consideration in said nulting and bona fide as therein set for forth. OTARL SS my hand and Notarial Seal the day and year aforesaid. Earl Elmend mange 1 mages Freeders The FILED AND RECORDED MAY 3, 1954 at 8:30 A.M. PURCHASE MONEY This Mortgage, Made this 26 th day of HERT in the year Nineteen Hundred and fifty-four JOHN E. WAMPLER and DOROTHY M. WAMPLER, his wife,

with it s principal office in

Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

of Allegany County, in the State of Maryland
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of America,

Whereas, the said parties of the first part are justly indebted unto the

1 20 1

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its success ors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also scenare future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 922 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties—of the first part do—give, grant, bargain and sell, convey, release and confirm unto the said part y—of the second part,—its successors—backwand assigns, the following property, to-wit:

FIRST PARCEL: All that lot, piece or parcel of ground lying and being in or near the Village of Loartown in Election District 17 in Allegany County, Maryland, which was conveyed by Helen L. Scott et vir to John E. Wampler et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed, reference to which deed is hereby specifically made for a more particular description of said property.

SECOND PARCEL: All that lot, piece or parcel of ground lying and being in or near the Village of Loartown in Election District 17 in Allegany County, Maryland, which was conveyed by Emily Wampler to John E. Wampler et ux by deed dated August 18, 1944, and recorded in Deeds Liber 201, folio 220 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

Engether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frouded, that if the said parties of the first part, their heirs, executors, administra-
tors or assigns, do and shall pay to the said party of the second part its successors.
energets > Queduction to assigns, the aforesaid sum of
SIX THOUSAND
together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the premise of the

first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public ilens levied on said property, all which taxes, mortgage debt and interest thereon, the said partia a of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the most said partial and the said partial and the

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payable, and these presents are hereby declared to be made in trust, and the said party

of the second part . its successors him wouther and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner

USER 304 PAGE 254

and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part . their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part further coverant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of..... lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt, Hitness, the hands and seals of said mortgagors. Witness: (as to Bath) Futh The Todd John C. Wangle [Seal] Southy M. Wampler [Seal] State of Maryland. Allegany County, to-wit: I hereby certify, That on this 26 the day of March APRIL in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared John E. Wampler and Dorothy M. Wampler, his wife, and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said regg is true and bona fide as therein set forth, and further made oath that he is the chapter of said Bank and duly authorized by it to make this affidavit.

Watnesd my hand and Notarial Seal the day and year aforesaid. Kuth ne Jode Notary Pu

The Paris

To Mitgae Regres It Ve.

FILED AND RECORDED MAY 3, 1954 at 8:30 A.M.

in the year Nineteen Hundred and Fifty four

William H. McDowell and Mernie C. McDowell, his wife,

of Allegany

County, in the State of Maryland

parties of the first part, and

what or our restriction

The Farmers & Merchants Bank of Keyser, West Virginia, a corporation

attenderen IA

of Mineral

County, in the State of West Virginia

part y of the second part, WITNESSETH:

Wilbereas, the said William H. McDowell and Mernie C. McDowell, his wife, are indebted to the Farmers & Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Two Thousand Seven Bundred Dellars (\$2,700.00), which indebtedness is evidenced by a certain negotiable premissery note executed by the said William H. McDowell and Mernie C. McDowell, his wife, bearing even date herewith, payable to the order of the Farmers & Merchants Bank of Keyser, West Virginia, a corporation, this note being payable on demand after date and until demanded is payable in equal monthly installments of Fifty Dellars (\$50.00) each until the principal amount thereof, with interest at six percent (6%) per annum, is paid

I also decembe at although the the partition below to the

Mornie C. McDowell, his wife

ofthe school bears date the Shand day of April, 1861, and to an in-

do give, grant, bargain and sell, convey, release and confirm unto the said.

Parmers & Herchants Bank of Keyser, West Virginia,

its heirs and sarigns, the following property, to wit: "the following described tract or parcel of land lying near the Village of Danville in Election District No. 7 of Allegany County, Maryland, and described by metes and bounds as follows:

of U.S. Route No. 220, commonly known as Mobilian Boulevard, tenth corner to the tract of which this is a part and the beginning corner to the portion conveyed unto Laura V. Van Pelt, assigned to her for har Down of the Thomas P. Van Pelt land, and running thence with said road boundary line and a portion of the tenth original line M. 370 38V E. 484 Foot to a point in said line, the beginning corner to the portion occupyed to George H. Van Pelt and Ella Mae Van Pelt, his wife, and running themce reversing the lines of their tract S. 51°

OO' E. 142 feet to a point in the center of Harts Run lecated N. 10° OO' W. 5 feet from a chestnut oak tree; thence S. 10° OO' E. passing said tree on center line 38 feet to white pine tree; thence S. 43° 15' E. 89 feet te a small white eak sapling; thence S. 45° 30' E. 1188 feet to a point in the 19., eriginal line 862 feet from the beginning thereof, the division cerner new lecated by a stonepile; thence with a pertien of said line and a line of Millar's land S. 46° OO' W. 413 feet to another stenepile, corner to said Widow's Dower; thence leaving said original and reversing the lines of said Dower Tract N. 45° 30' W. 1078 feet to a stake on the west side of an old read, and located S. 73° 30' E. 29 feet from a large sugar tree; thence cressing Hart's Run N. 62° 15' W. 222.7 feet to the place of the HEGINNING, containing 12.84 acres by computation," 12.84 acres by computation,"

and being the same let er parcel of ground which was conveyed to the said William H. McDowell and Mernie C. McDowell, his wife, as tenants by the entirety with right of survivorship as at common law from Olive V. Troy and Frank R. Trey, her husband, by two deeds, the first of which bears date the 4th day of January, 1949, and is of record in Liber R.J. 223, Felio 716, one of the land records of Allegany County, Maryland, and second of which bears date the 22nd day of April, 1964, and is to be recorded in the land records of Allegany County, Maryland prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said William H. McDowell and Mornie C. McDowell, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers & Merchants Bank of Keyser, West Virginia, a corporation, its executor , administrator or assigns, the aforesaid sum of Two Thousand Seven Rundred Dellars (\$2,700.00)

contract out plants in the

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said William H. McDowell and Meraie C. McDowell, his wife.

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said William H. McDowell and Mernie C.

1 W A

McDowell, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers & Merchant

Bank of Keyser, West Virginia, a corporation, its

nt, are hereby authorized and empowered, at any

MER 304 PAGE 257

time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of sll moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said William H. McDowell and Mernie C. McDowell, his wife, their in case of advertisement under the sbove power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns. Hnd the said William H. McDowell and Mernie C. McDowell, his wife, insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance _further covenant to Company or companies acceptable to the mortgagee or 113 assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Seven Hundred (\$2,700.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee ,___ heirs or assigns, to the extent their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt., Hitness, the hand and seal of said mortgagor Attest: Sloyd Bood William H. McDowell [SEAL]

Sloyd C Bood Murris C Mc Dowell [SEAL]

Merris C. McDowell State of discomposed, ATRECAL County, to-wit: # SPIRE OF MODIFIE I hereby certify, That on this 30 day of aprice in the year nineteen Hundred and Fifty FOUR before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William H. McDowell and Mornie C. McDowell, his wife, acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared J. Paul Blunden, Preof The Farmers & Merchants Bank of Keyser, West Virginia, a corporation the within named mortgagee, and made cath in due form of law, that the consideration in said mortgage is true and bons fide as therein set for forth. SS my hand and Notarial Seal the day and year aforesaid.

FILED AND RECORDED MAY 3, 1954 at 8:55 A.M.

This	Mortgag		15+	day of	May
		red and Fifty!	our		by and between
	Harold F.	Nixon and Nedre	A. Nixone,	his wife,	
of	Allegeny		County, in	the State of_	Maryland
part 100	of the first part	, and			

Cherles W. Yergan, and Grace S. Yergan, his wife,

of Allegany County, in the State of Maryland parties of the second part, WITNESSETH:

Dubercas, the said parties of the first part stand indebted unto the said parties of the second in the just and full sum of TWELVE HINDRED AND FIFTY DOLLARS (\$1250.00), as is evidenced by their joint and several promissory note for said sum of money of even date herewith, and payable at the rate of not less than \$25.00 per month, together with interest at the rate of six per cent per annum, payable semi-annually on semi-annual balances, the first of said payments to be made one month after date and thereafter each and every month on the same date until said full amount with the interest thereon are fully paid. And this mortgage is given to secure the payment of part of the purchase money of the property hereinefter described, and is therefore a purchase money mortgage.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to wit:

CHALL

All that piece or parcel of land situated about four miles Northeast of the City of Cumberland, Allegany County, Maryland, on the East side of Valley Road, and perticularly described as follows:

BEGINNIED for the same at a point in the Velley Rand on the fourteenth lin of a tract of land conveyed by Nicholas Laidinger to John E. Laidinger and Annie E. Laidinger, by deed dated April 27, 1908, and recorded among the Land Records of Alle-Gany County, in Liber No. 108, folio 508, said point being South 27 degrees Neet 181.

feet from the end of the 13th line of said Leidinger deed, it also being the end of of the third line of a tract of land conveyed by the seid John N. Leidinger and Annie E. Leidinger to Cahrles G. Lee and wife, by deed dated March 28, 1941, and recorded among said Land Records in Liber No. 191, folio 266, and reversing said third line and running with it South 57 degrees East 240 feet to the end of the 2nd line of said deed, thence South 27 degrees West 272-25/100 feet, thence North 57 degrees West 240 feet to intersect the aforementioned 14th line, and reversing said 14th line and running with it North 27 degrees East 272-25/100 feet to the beginning, containing one and one-half acre, more or less. It being the same property conveyed to the said parties of the first part by Monzel M. Collins and wife, by deed of even date here-

with, and to be recorded simultaneously with these presents among the Land Re-	ne.
Allegany County, Maryland to shirt to	ore
Allegany County, Maryland, to which deed reference is hereby made. Cogether with the buildings and improvements thereon, and the rights, roads, w	
waters privileges and annual majorements thereon, and the rights, roads, w	ays,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.	
Provided, that if the said parties of the first part, their	
heirs, executors, administrators or assigns, do and shall pay to the	said
parties of the second part, their	
executors, administrators or assigns, the aforesaid sum of	
TWELVE HUNDRED AND FIFTY DOLLARS	
together with the interest thereon, as and when the same shall become due and payable, and	in
the meantime do and shall perform all the covenants herein on their part to	
performed, then this mortgage shall be void.	De
And it is Agreed that until default be made in the premises, the said	-
parties of the first part	
may hold and possess the aforesaid property, upon paying	W.
the meantime, all taxes, assessments and public liens levied on said property, all which tax	in
mortgage debt and interest thereon, the said	cs,
[2] [1] [1] [1] [2] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4	#
perties of the first part	
hereby covenant to pay when legally demandable.	
But in case of default being made in payment of the mortgage debt aforesaid, or of the torest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage than the entire mortgage debt intended to be beauty agreement.	
then the entire mortgage debt intended to be hereby secured shall at once become due and payab	le.
and these presents are hereby declared to be made in trust, and the said	
parties of the second part, their	1
A CONTRACTOR OF THE PROPERTY O	2.
heirs, executors, administrators and assigns, or Morris Beron	9
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at as time thereafter, to sell the property hereby mortgaged or so much therof as may be necessar	0
or assigns; which sale shall be made in manner following to-wit: By giving at least twen	Ĵ.
burdened bearing and the real state of the control of more in some newspaper published in Cur	1 55
from such sale to apply first to the payment of all expenses incident to such sale includion	韵
from such sale to apply first to the payment of all expenses incident to such sale, including a taxon levied, and a commission of eight per out to the party selling or making said sale; secondition to the payment of all moneys under the party selling or making said sale; secondition to the payment of all moneys under	1
to the payment of all moneys owing under this mortgage, whether the same shall have been the	1

	rt ·
	further covenant to
insure forthwith, and pending the existence of this mortgage, t	
Company or companies acceptable to the mortgagee or their	
assigns, the improvements on the hereby mortgaged land to the	
Twelve Hundred and Fifty	
and to cause the policy or policies issued therefor to be so fran	Dollars,
	1 # F
to inure to the benefit of the mortgagee a, their	
oftheir lien or claim here	
policies forthwith in possession of the mortgagee , or the mor	
and collect the premiums thereon with interest as part of the	nortgage debt.,
Hitness, the hand and seal of said mortgagor a	
Attest:	
Alorrio Beron Marold	1 Miles
MI O Horold F. H.	xon [SEAL]
Horno Servy Richal	(SEAL)
State of Maryland. Allegany County, to-wit:	
Action Towns and Editor State 11	
I hereby certify, That on this 12	day of May
	/
in the year nineteen Hundred and Fifty_four_	, before me, the subscriber,
in the year ninetoen Hundred and Fifty_four a Notary Public of the State of Maryland, in and for said Cou	, before me, the subscriber, inty, personally appeared
in the year nineteen Hundred and Fifty_four_	, before me, the subscriber, inty, personally appeared
in the year nineteen Hundred and Fifty -four a Notary Public of the State of Maryland, in and for said Cou Harold F. Nixon and Nedra A. Nixon	, before me, the subscriber, anty, personally appeared
a Notary Public of the State of Maryland, in and for said Courselve Barold F. Nixon and Nedra A. Nixon and	, before me, the subscriber, inty, personally appeared a, his wife,
a Notary Public of the State of Maryland, in and for said Course Harold F. Nixon and Nedra A. Nixon and Lacknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally a	, before me, the subscriber, inty, personally appeared a, his wife,
a Notary Public of the State of Maryland, in and for said Con Harold F. Nixon and Nedra A. Nixon and acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally a Charles W. Yergan, one of	before me, the subscriber, inty, personally appeared h, his wife, their ppeared
a Notary Public of the State of Maryland, in and for said Con Harold F. Nixon and Nedra A. Nixon and acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally a Charles W. Yergan, one of	before me, the subscriber, inty, personally appeared h, his wife, their ppeared
a Notary Public of the State of Maryland, in and for said Con Harold F. Nixon and Nedra A. Nixon and acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally a Charles W. Yergan, one of the within named mortgages, and made oath in due form of h	before me, the subscriber, inty, personally appeared h, his wife, their ppeared
a Notary Public of the State of Maryland, in and for said Con Herold F. Nixon and Nedra A. Nixon and acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally a Charles W. Yergan, one of	before me, the subscriber, inty, personally appeared h, his wife, their ppeared
a Notary Public of the State of Maryland, in and for said Con- Harold F. Nixon and Nedra A. Nixon and acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally a Charles N. Tergan, one of the within named mortgages, and made oath in due form of h mortant are and bona fide as therein set for forth.	before me, the subscriber, inty, personally appeared h, his wife, their ppeared ww, that the consideration in said
a Notary Public of the State of Maryland, in and for said Con Harold F. Nixon and Nedra A. Nixon and acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally a Charles W. Yergan, one of the within named mortgages, and made oath in due form of h	before me, the subscriber, inty, personally appeared h, his wife, their ppeared ww, that the consideration in said
a Notary Public of the State of Maryland, in and for said Con Harold F. Nixon and Nedra A. Nixon and acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally a Charles W. Yergan, one of the within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there within named mortgages, and made oath in due form of h there will be a second or the second of the will be a second or the second of the second of the second of the second or the second of the second or the se	before me, the subscriber, inty, personally appeared h, his wife, their ppeared www, that the consideration in said
a Notary Public of the State of Maryland, in and for said Con- Harold F. Nixon and Nedra A. Nixon and acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally a Charles N. Yergan, one of the within named mortgages, and made oath in due form of h mortant are and bona fide as therein set for forth. With ESS my hand and Notarial Seal the day and year at	before me, the subscriber, inty, personally appeared h, his wife, their ppeared ww, that the consideration in said

UNIER 304 PAGE 261

Gempared and Magoo Por of E Leo M. Legge acts lity

FILED AND RECORDED MAY 3, 1954 at 11:00 A.M. PURCHASE MONEY

This Mortgage, Made this 30 th day of April in the
year Nineteen Hundred and Fasty Fifty-four by and between
Vito J. Dormio and Margaret F. Dormio, his wife,
of Allagany County, in the State of Maryland
part 188 of the first part, hereinafter called mortgagors , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

By the payment of Twenty-seven & 69/100 - - (\$27.69) - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or percel of ground situated on the Southwest side of Columbia Street, being part of Lot No. 32 of Gephart's Second Addition to Cumberland, Maryland, a plat of which addition is recorded in Liber No. 38, folio 580, one of the Land Records of Allegany County, Maryland, which said property intended to be hereby conveyed is more particularly described as follows, to-wit:

Beginning for the same at an iron bolt in the brick paving on the Southwest side of Columbia Street, said bolt marking the beginning of the whole property of which this is a part as conveyed by William Emmett Payton and Dorthea Viola Payton, his wife, to The Cement Products Company by deed dated the 18th day of November, 1953, and recorded in Liber No. 255, folio 35, one of the Land Records of Allegany County, and running then with the first and part of the second lines of the said The Cement Products Company deed (Bearings as of the original addition survey (1868) and with Horizontal Measurements) North 60 degrees and 45 minutes West, 25 feet to a chiseled mark in the said brick sidewalk; then leaving the said Southwest side of Columbia Street, at a right angle, Bouth 29 degrees and 15 minutes West, 63-5/10 feet to an iron stake; then

crossing the said whols property of which this is a part and parallel with Columbia Street, South 60 degrees and 45 minutes East, 25 feet to an iron etake etanding on the fourth line of the eaid The Cement Producte Company whole property; then with the remainder of the said fourth line, North 29 degrees and 15 minutes East, 63-5/10 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Super Concrete Company, Inc., of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, eimultaneouely with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shail be added to the unpaid balance of this indebtedness.

The said mortgagor shereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all itens and encumbrances, except for this mortgage, and do they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

In have and to hold the above described iand and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor a , their heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1 mart to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to the said mortgagors , their above commission shall be allowed and paid by the mortgagors , their representatives, heirs

And the said mortgagor, s , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Farty-three fundred Seventy-five & 00/100 - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgages, its successors or assigns, to the extent of its lien or claim mortgages may effect said insurance and collect the premiums thereon with interest as part of the

UBER 304 PAGE 263

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all lens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgager's written consent, or should the same be encumbered by the mortgagors . The ir

the mortgagee's written consent, or should the same be encumbered by the mortgagors . their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Timess, the handland seabof the said mortgagor s.

William Harman Vito J. Dormio (SEAL)

William Harman Vito J. Dormio (SEAL)

Margaret F. Dormio (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 30 #4 day of April

in the year nineteen hundred and samp Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Vito J. Dermio and Margaret F. Dormio, his wife,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Gaorga W. Legge Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

d and Notariel Seal the day and year aforesaid.

Notary Publi

FILED AND RECORDED MAY 3, 1954 at 11:10 A.M.

This Mortgage, Made this Ind

day of May.

in the year Nineteen Hundred and Fifty-four

by and between

MARGARET VIRGINIA GROWDEN

of Allegany County, in the State of Maryland

party of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND, a national banking corporation, with its princiapl place of business in Cumberland.

of Allegany

County, in the State of Maryland

party of the second part, WITNESSETH:

DER bereas. The party of the first part is indebted unto the party of the second part in the full and just sum of FIFTEEN HUNLARD (\$1500.00) DOLLARS with interest at the rate of Five (5%) per cent per annum computed monthly on the unpaid balances, said indebtedness to be amortized by the payment of at least Twenty-five (\$25.00) Dollars per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payments being first to secure which said principal together with interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof, in not less than the amount of one (1) installment.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part.

does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit: All that tract, piece or parcel of land situated two hundred fifty (250) feet Westerly of the Bedford Road about hi miles North of the City of Cumberland, in Allegany County, Maryland, particularly described as follows:

BEGINNING at the end of 250 feet on the first line of the parcel of land of which this is a part and running thence by the North margin of a 14 foot wide private road reserved by Harry D. Zembower, et ux., in their deed to the party of the first part, which said deed is hereinafter referred to, which road intersects with the Bedford Road at the beginning of said first line, North 592 degrees West (true bearing and horizontal measurement) 120 feet to a steel stake; thence by a new division line, South 372 degrees West 171.6 feet to a steel stake in the third line of the whole parcel; thence by part of said third line South 592 degrees East 120 feet to a stake; thence North 372 degrees East 120 feet to a stake; thence North 372 degrees East 171.6 feet to the place of beginning.

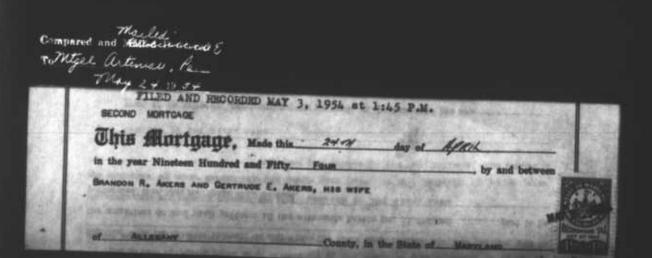
UBBR 304 HUE 265

IT BEING the same property which was conveyed to the party of the first party by Harry D. Zembower, et ux., by deed dated August 30, 1946 and recorded among the Land Records of Allegany County, Maryland in Liber No. 211, folio 474 and in which said deed the said Harry D. Zembower et ux., reserved unto themselves, their heirs and assigns, the use of the abovementioned private road throughout the entire length thereof. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. provided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors. executors , administrators or assigns, the aforesaid sum of FIFTEEN HUNDRED (\$1500.00) DOLLARS, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on HER performed, then this mortgage shall be void Bnd it is Bgreed that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant 5to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the in-terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors, heirs, executors, administrators and assigns, or Pater J. Carpanti heirs, executors, administrators and assigns, or. Pat.ar. J. Carpart!
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days's notice of the time, place, manner and terms of sale in some newspaper published in Cumborland, Maryland, which said sale shall be at public suction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor.s., her representatives, heirs or assigns. And the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least FIFTEEN HUNDRED (\$1500.00)----and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the henefit of the mortgages ... its successors ... induser sasigns, to the extent

DER 304 MGE 266

their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt
Attest: Attest:
Mar aret Virginia Growden
State of Maryland,
Allegany County, to-mit:
I hereby certify, That on this 3rd day of Many
in the year nineteen Hundred and Fifty = four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
MARGARET VI GINIA GROWDEN
and she acknowledged the aforegoing mortgage to be her
act and deed; and at the same time before me also personally appeared John H. Mosner, Vice-President of the Second National Bank of Cumberland, and, by it, duly constituted agent for it to make this affidavit, officer and the within named mortgagee. and made oath in due form of law, that the consideration to make
mortgage is true and bona fide as therein set for forth.
WITNESS my hand and Notarial Seal the day and year aforesaid.
Chase Share
Notary Public.

ı



10 N

USER 304 BIGE 267

partises of the first part, and PEARL I. LABRICY AND ERNEST C. LABRICY, HER HUSBAND

5.

of BEDFORD

County, in the State of PENNSYLVANIA

part age of the second part, WITNESSETH:

Unbereas.

THE BAID PARTIES OF THE FIRST PART ARE INCESSED TO THE BAID PARTIES OF THE SECOND PART IN THE JUST SUM OF SEXTEEN HUNDRED DOLLARS (\$1600.00). WHICH SAID SUM IS TO BE PAID TO THEM IN MONTHLY INSTALLMENTS OF SEXTEEN DOLLARS (\$16.00) EACH, PLUS INTEREST AT THE RATE OF 5 PER CENT, PER ANUMN, TO BE COMPUTED BI-ANNUALLY ON THE UNPAID BALANCES, SAID PAYMENTS TO BEGIN ONE MONTH FROM THE DATE HEREOF AND TO CONTINUE EACH AND EVERY MONTH THEREAFTER UNTIL THE WHOLE SUM HAS SEEN PAID;

Prove Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said. FARTICE OF THE FIRST PART

do give, grant, bargain and sell, convey, release and confirm unto the said PARTIES OF THE SECOND PART, THEIR

heirs and assigns, the following property, to-wit: ALL THAT LOT, PIECE OF PARCEL OF LAND SITUATED AND FRONTING ON THE NORTHERLY SIDE OF AVIRETT AVENUE IN CUMBERLAND, ALLEGANY COUNTY, MARYLAND, KNOWN AS NO. 237 AVIRETT AVENUE AND MORE PARTICULARLY DESIGNISED AS FOLLOWS:

BEGINNING FOR THE SAME AT A STAKE STANDING ON THE NORTHERLY SIDE OF AVERETT AVENUE AT THE END OF 21 FEET 3 3/4 INCHES ON THE FOURTH LIVE OF A CERTAIN DEED FROM EMILY G. FREY, ET VIR TO PEARL I. LASHELY, ET VIR, CATLO JUNE 13, 1952 AND RECORDED IN LISER 242, FOLIO 129, ONE OF THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND, AND RUNNING THENCE IN A NORTHERLY DIRECTION AND PARELLEL WITH LEE STREET THROUGH THE CENTER WALL OF A DOUBLE BRICK DWELLING KNOWN AS 239 AND 237 AVERETT AVENUE, LOCATED ON THE OFIZINAL WHOLE PROPERTY, 85 FEET TO A STAKE STANDING AT THE END OF 16 FEET 5 INCHES ON THE SECOND LINE OF THE AFORESAID DEED FROM EMILY G. FREY, ET VIR, TO PEARL L. LASHLEY, ET VIR, DATED AND RECORDED AS ASSCRESAID. AND RUNNING THENCE WITH THE REMAINDER OF SAID BECOND LINE AND PARELLED WITH AVERTY

AVENUE, EAST 21 PEET 3 3/4 INCHES TO A STAKE, THEN BOUTH WITH A LINE PARALLEL WITH LEE STREET, 55 PEET TO AVENUE, THEN WETH THE NORTHERLY SIDE OF AVENUE, WEST 2! PEET 3 3/4 INCHES TO THE PLACE OF BEGINNING.

IT SERVE THE SAME PROPERTY WHICH WAS CONVEYED TO BRANDON R. AKERS AND GERTRUDE E. AKERS, HIS WIFE, BY PEARL! LASHLEY, ET VIS. BY DEED AND WHECH SAID DEED WAS RECORDED AMOND THE LAND RECORDS OF ALLESSMY COUNTY, MARYLAND ON JUNE 30, 1953 LISER NO. 295 FOLIO 329.

Together with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said PARTIES OF THE FERST PART, THEIR

heirs, executors, administrators or assigns, do and shall pay to the said

PARTIES OF THE SECOND PART, THEIR

executor , administrator or assigns, the aforesaid sum of SIXTEEN HUNDRED (\$1600,00) DOLLARS

Bind it to Bigreed that until default be made in the promises, the said.

PARTIES OF THE PIRET PART

UBER 304 MGE 268

may hold and r	cossess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public lien	is levied on said property all which have
mortgage debt and interest thereon, the said_PARTI	
	THE PART PART
hereby covenant to pay when legally demandable.	
But in case of default being made in payment of terest thereon, in whole or in part or in payment or	A the manda and a transfer of the second
terest thereon, in whole or in part, or in any agreem then the entire mortgage debt intended to be hereby	
and these presents are hereby declared to be made i	
THE SECOND PART, THEIR	and the said
heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, ar time thereafter, to sell the property hereafter.	
and to grant and convey the same to the purchaser of or assigns; which sale shall be made in manner folk days' notice of the time, place, manner and terms of berland, Maryland, which said sale shall be at public from such sale to apply first to the payment of all extaxes levied, and a commission of eight per cent. to the to the payment of all moneys owing under this mort.	or so much therof as may be necessary, or purchasers thereof, his, her or their heirs owing to-wit: By giving at least twenty sale in some newspaper published in Cumauction for cash, and the proceeds arising apenses incident to such sale, including all the party selling or making said sale; secondly, gage, whether the same shall have been then
natured or not; and as to the balance, to pay it over	to the said PARTIES OF THE FIRST
PART, THEIR	heirs or assigns, and
n case of advertisement under the above power but	no sale, one-half of the shove commission
hall be allowed and paid by the mortgagora THE L	representatives, heirs or assigns.
End the said PARTIES OF THE FIRST	
	ARC
	further covenant to
asure forthwith, and pending the existence of this mod	rtgage, to keep insured by some insurance
ompany or companies acceptable to the mortgagee or	
ssigns, the improvements on the hereby mortgaged la	24.4
THREE THOURAND (\$3,000,00)	. Dollars,
nd to cause the policy or policies issued therefor to b	e so framed or endorsed, as in case of fires,
inure to the benefit of the mortgagee & THE IR	heirs or assigns, to the extent
SIXTEEN HUNDRED (\$1600.00) DOLLARS their lien or cla	im hereunder, and to place such makes an
licies forthwith in possession of the mortgagee , or	the mortgages may effect sold in
d collect the premjums thereon with interest, as part	of the morteness dabt
	a the mortgage debte.
Hittess, the hand and seal of said mortgagor	
test:	THE RESERVE AND PROPERTY.
Hely & Brady B.	and Rall
- 10 0 10 10 B	JAN [SEAL]
Velix K. Brudy Der	rude E. CIRELL [SEAL]
	[SEAL]
tate of Maryland,	
Allegany County, to-wit:	
I hereby certify, That on this 25	the day of Oppil
the year nineteen Hundred and Fifty - Force	before me, the subscriber,
Notary Public of the State of Maryland, in and for	Company of the subscriptor,
Brandon R. Akers and Certrade E. Akers	mid County, personally appeared
A ACCO	Multi-order Sparish State TASE
d they acknowledged the efermion	
acknowledged the aforegoing mortga	AL A
t and deed; and at the same time before me also	ge to be their
pers.	ge to be their
rt and deed; and at the same time before me also personer I. Lashlay and Brasst C. Lashlay	onally appeared

18ER 304 PAGE 269

and bona fide as therein set for forth.

SS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

To the R Nigher City Ity

FILED AND RECORDED MAY 3, 1954 at 2:20 P.M.

of May , in the year 1954, by The Liberty Trust
Company of Cumberland, Maryland, a corporation duly incorporated
under the laws of Maryland, WITNESSETH:

WHEREAS, by Mortgage bearing date August 19, 1937, and recorded in Liber 137, folio 557, one of the Mortgage Records of Allegany County, the property and premises therein described became limited and assured unto the said The Liberty Trust Company, by way of Mortgage from John L. Siebert and Annie A. Siebert, his wife to secure a loan of Eighteen Hundred (\$1800.00) Dollars, together with the interest thereon, all as therein set forth, and

MHEREAS, the said John L. Siebert departed this life intestate in the year 1942, and the property covered by said Mortgage descended upon his death unto his widow and their several children, all subject, of course, to the lien of said Mortgage above referred to, and

WHEREAS, since the death of the said John L. Siebert, his widow, the said Annie A. Siebert has been residing on said farm property, and for some period of time, one of her children; namely, Mrs. Helen M. Roberts, a daughter, has been paying the interest on the Mortgage, and the said Helen M. Roberts, in order to stop the further payment of interest unto The Liberty Trust

Company now desires to purchase said Mortgage and have it assigned unto her by the said Bank.

NOW, THEREFORE, in consideration of the premises and the payments by the said Helen M. Roberts of the sum of - - - -which represents the unpaid balance of the principal indebtedness of said Mortgage, together with the interest thereon at the rate therein stated in full to date of this Assignment, the said The Liberty Trust Company of Cumberland, Maryland, does hereby transfer and assign, without recourse, unto the said Helen M. Roberts, all its right, title, interest, claim and demand in and to that certain Mortgage from John L. Siebert and Annie A. Siebert, his wife, to The Liberty Trust Company of Cumberland, Maryland, dated August 19, 1937, and recorded in Mortgage Liber 137, folio 557, it being distinctly understood by and between the parties hereto that this Assignment of said Mortgage unto the said Helen M. Roberts shall be held by her as Assignee thereof, and her interest in said property described and conveyed under the lien of said Mortgage shall in no way merge with her interest in said property or any other property which may have descended on the death of the late John L. Siebert unto her as one of his heirs. It being distinctly understood at the time of this Assignment that the interest acquired by the said Helen M. Roberts by this Assignment shall be and remain separate and distinct from her interest in the estate of the late John L. Siebert or any interest she may acquire from her Mother, the said Annie A. Siebert.

WITNESS the signature of Charles A. Piper, President of The Liberty Trust Company, and its corporate seal, all duly attested to by its Secretary, John J. Robinson; also witness the hand and seal of the said Helen M. Roberts.

THE LIBERTY TRUST OCMPANY

Surren L Otto

Prastient

WITNESS:

Walleston

Helen M. Roberts (SEAL)

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this B day of May 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles A. Piper, President of The Liberty Trust Company of and acknowledged Cumberland, Maryland, a corporation, that the aforegoing Deed of Assignment of Mortgage is the act and deed of said corporation; the said Charles A. Piper further made oath in due form of law that he is the President of The Liberty Trust Company, and duly Authorized by it to make this acknowledgement.

WITNESS my hand and Notarial Seal the day and year

m. a. Clarkey

STATE OF PENNSYLVANIA COUNTY OF DAUPHIN

TO WIT:

I HEREBY CERTIFY, That onthis 28 day of office, 1954, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Helen M. Roberts, and she acknowledged the aforegoing Deed of Assignment of Mortgage to be her act and deed.

WITNESS my hand and Notarial Seal the day and year

above written.

The Commission New Yor

0

FILED AND RECORDED MAY 3, 1954 at 2:20 P.M.

This Mortgage, Made this 19th

day of

April

in the year nineteen hundred and fifty-four

, by and between

Catherine. N. McKenzie and John L. McKenzie, her husband, of Allegany County, Maryland, of the first part, bereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

. Catherine N. McKenzie and John L. McKenzie, her husband,

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Catherine N. McKenzie and John L. McKenzie, her husband, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in Allegany County, Maryland which is particularly described as follows:

BEGINNING at a marked stone A.18 on the survey of the tract called Walbridge, thence running South 64 degrees 48 minutes West 107 feet to a stake on the East side of a road; thence following said side of road, South 6 degrees and 5 minutes East 179 feet to a stake; thence North 69 degrees 25 minutes East 62 feet to a stake, thence North 4 degrees 30 minutes East 200 feet to the marked atone A.18 the place of beginning.

All lines measured horizontally and all course are on the meridian used for the year 1897; said lot being lot marked 33-34 on blue print attached with title, "Map of American Coal Company of Allegany County, showing Jackson Street Lots, Scale 1 inch - 50 feet, August 4, 1936."

It being the same property which was conveyed unto Catherine McKenzie by The American Coal Company of Allegany County, a corporation, by deed dated the 1st day of February, 1937, and recorded in Liber No. 177, folio 100, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the sald above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his helrs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or ln part, or ln any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald The Liberty Trust Company, its successors and assigns, or George R. Hughes , lts, hls or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their helrs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance pald by the mortgagee, and a commission of eight per cent. to the party selling or making sald sale, and in case sald property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the sald commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the sald mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

UGER 304 PAGE 274

hundred and fifty-four before me, the subscriber, a Notary Public of the

April

John L. McKenzie (SEAL)

in the year nineteen

ATTEST:

1 40 A

James Sin Elin

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this / //// day of

State of Maryland in and for the county aforesaid, personally appeared

Catherine N. McKenzie and John L. McKenzie, her husband,

FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. THE MITTIBER, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG MATIONAL RANK, a national banking poration duly incorporated under the laws of the United States America, Treatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH:	deed; and at the same time, before me also personally annual at the same time, before me also personally annual at the same time.	
Filed and Recorded May 3, 1954 at 2:40 P.M. The Muritian P. Made this 30 th day of April the year Nineteen Hundred and fifty-four by and betweenHichael M. Martin and Joans G. Martin, his wife, Allegary County, in the State of Maryland of the second part, witnessed under the laws of the United States of the States of Maryland of the second part, Witnesseth:	The state and personally appeared Charles A. Piper.	
And the second part with the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit. In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written. PILED AND RECORDED MAY 3, 1954 at 2:40 P.M. THE MITTHERY, Made this 30 th day of April he year Nineteen Hundred and fifty-four by and between by and betweenMICHARL M. MARTIN and JOANN G. MARTIN, his wife. Allegany County, in the State of Maryland is a of the first part, and PROSTBURG MATIONAL RANK, a national banking poration duly incorporated under the laws of the United States associated. County, in the State of Maryland of the second part, WITNESSETH:	resident of The Liberty Trust Company, the within named mortgages and made out in due form	
did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit. In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written. **THEO AND RECORDED MAY 3, 1954 et 2:40 P.M.* It	or law, that the consideration in said mortgage is true and bona fide as therein set forth; and the	
In winess whereof I have hereto set my hand and affixed my notarial seal the day and year above written.	ondities A. Piber	
In wintess whereof I have hereto set my hand and affixed my notarial seal the day and year above written.	corporation and duly authorized by it to make the President, and agent or attorney for said	
FILED AND RECORDED MAY 3, 1954 et 2:40 P.M. THE MINISTRAP, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and betweenMICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland iss of the first part, and FROSTBURG MATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH:	In witness whereof I have hereto set my hand and affined any at the set my hand any at the set my hand and affined any at	
FILED AND RECORDED MAY 3, 1954 st 2:40 P.M. THE MITTHEMP, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and between MICHARL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland i as of the first part, and FROSTBURG MATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH:	above written.	
FILED AND RECORDED MAY 3, 1954 st 2:40 P.M. THE MITTHEMP, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and between MICHARL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland i as of the first part, and FROSTBURG MATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH:	(V) = 100 mm	4.
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH AUTIGURA, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and maryland.	Muse SM Che	E I
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH AUTIGURA, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and maryland.		9
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH AUTIGURA, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and maryland.	8 8 01/3 0	3
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH AUTIGURA, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and maryland.		
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH AUTIGURA, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and maryland.		AT.
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH AUTIGURA, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and maryland.		
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. THE MITTHEMP, Made this 30 Th day of April he year Nineteen Hundred and fifty-four by and between HICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland iss of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, Coatburg, Allegany County, in the State of Maryland of the second part, WITNESSETH: Hiberras, the said parties of the first part are further tooks.		
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. THE MITTHERP, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between Allegany County, in the State of Maryland ias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States coatburg, Allegany County, in the State of Maryland of the second part, WITNESSETH: Whereas, the said parties of the first part are that a table to the second part, witnesseth:		
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH AUTIGURA, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and maryland.		
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH MINITIALIP, Made this 30 Th day of April he year Nineteen Hundred and fifty-four by and betweenMICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and marked.		
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH AUTIGURA, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and maryland.		
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH AUTIGURA, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and maryland.		
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. his Antique, Made this 30 th day of April he year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland ias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, County, in the State of Maryland Y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and the states.		
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH MINITIALIP, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH:		
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH AUTIGURA, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and maryland.		
FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. ITH AUTIGURA, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are first part are first part and maryland.	ency	
the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland ties of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH:	Fracturated	
the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland ties of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH:	Franklingthd	
To the second part, WITNESSETH: he year Nineteen Hundred and fifty-four how and between how and between how and between how and between his wife, Allegany County, in the State of Haryland ties of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, To atburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH:	2006. A. S. 1 1 1 1 2 25.	
To atburg. Allegany County, in the State of Maryland County, in the State of Maryland To at the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, To atburg. Allegany County, in the State of Maryland To of the second part, WITNESSETH:	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M.	
Allegany County, in the State of Maryland ias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH:	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M.	
Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH: Whereas, the said parties of the first part are justly indebted	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. This Morinage, Made this 30 th day of April	
Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH: Whereas, the said parties of the first part are justly indebted	PILED AND RECORDED MAY 3, 1954 at 2:40 P.M. This Marinage, Made this 30 th day of April the year Nineteen Hundred and City-Cour	
tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH: Whereas, the said parties of the first part are justly indebted	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. This Morinage, Made this 30 Th day of April the year Nineteen Hundred and fifty-four , by and between	
county, in the State of Maryland is a of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH: Whyreus, the said parties of the first part are justly indebted	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. Itis Morigage, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and between	
tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH: Whereas, the said parties of the first part are justly indebted	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. This Marinage, Made this 30 th day of April the year Nineteen Hundred and fifty-four , by and between	
America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH: Whereas, the said parties of the first part are justly indebted	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. THE MUTIGUE, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and betweenMICHAEL M. MARTIN and JOANN G. MARTIN, his wife,	
America, roatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH: Whereas, the said parties of the first part are justly indebted	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. This Marinage, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and between by and	
reatburg, Allegany County, in the State of Maryland J of the second part, WITNESSETH: Whereas, the said parties of the first part are tuetly indebted	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. This Annings, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and betweenMICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland	
reatburg, Allegany County, in the State of Maryland of the second part, WITNESSETH: Whereas, the said parties of the first part are tuetly indebted	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. THE MUTINARY, Made this 30 Th day of April the year Nineteen Hundred and fifty-four , by and between , allegany , County, in the State of Maryland , ties of the first part, and FROSTBURG NATIONAL BANK, a national banking	
Toatburg, Allegany County, in the State of Maryland y of the second part, WITNESSETH: Whereas, the said parties of the first part are justly indebted	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. IN MORTHUMP, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tas of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States	
Whereas, the said parties of the first part are tuetly indebted	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. This Marinary, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and between MICHARL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland ties of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States	2.55
Whereas, the said parties of the first part are tuetly indebted	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. THIS MUTICIALLY, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland ties of the first part, and FROSTBURG NATIONAL BANK, a national banking reporation duly incorporated under the laws of the United States America,	
Whereus, the said parties of the first part are tuetly indehed	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. IN MORTHBURY, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and betweenMICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland tias of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America,	
Whereas, the said parties of the first part are justly indebted the said party of the second part, its successors and assigns,	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. IN MOTINARY, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and betweenMICHARL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland ties of the first part, and FROSTBURG NATIONAL BANK, a national banking poration duly incorporated under the laws of the United States America, roatburg, Allegany County, in the State of Maryland	
the said party of the second part, its successors and assigns,	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. This Antique, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland or ias of the first part, and FROSTBURG NATIONAL BANK, a national banking reporation duly incorporated under the laws of the United States America, Froatburg, Allegany County, in the State of Maryland	
the full sum of	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. This Murinage, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and betweenMICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland ort is of the first part, and FROSTBURG NATIONAL BANK, a national banking reporation duly incorporated under the laws of the United States America, Frostburg, Allegany County, in the State of Maryland of the second part, WITNESSETH:	
· · · · · · · · · · · · · · · · · · ·	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. Lift Mirigary, Made this 30 th day of April the year Nineteen Hundred and fifty-four by and between by and between MICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland art is a of the first part, and FROSTBURG NATIONAL BANK, a national banking apporation duly incorporated under the laws of the United States America, Frostburg, Allegany County, in the State of Maryland arty of the second part, WITNESSETH:	
	FILED AND RECORDED MAY 3, 1954 at 2:40 P.M. THE MITTIRIP, Made this 30 Th day of April the year Nineteen Hundred and fifty-four by and betweenMICHAEL M. MARTIN and JOANN G. MARTIN, his wife, Allegany County, in the State of Maryland rt iss of the first part, and FROSTBURG MATIONAL BANK, a national banking reporation duly incorporated under the laws of the United States America, Prostburg, Allegany County, in the State of Maryland ty of the second part, WITNESSETH: Whereas, the said parties of the first part are dually indebted.	

SIX THOUSAND FIVE HUNDRED FIFTY------00/100(\$6,550.00) DOLLARS

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the aecond part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties—of the first part do herebygive, grant, bargain and sell, convey, release and confirm unto the said part y of the second part its successors—next and assigns, the following property, to-wit:

THE surface of all that piece or parcel of land situate in Election District No. 24, in Frostburg, Allegany County, Maryland, and more particularly described as follows:

PEGINNING for the same at a point on the South side of a proposed sixteen-foot alley between Washington Street proposed to be extended and National Highway; said point being South twenty-six degrees forty-five minutes West sixteen feet from the end of the second line of deed from Consolidation Coal Company to the said Robert G. Glotfelty, et ux, dated October 22, 1940, and recorded in Liber No. 188 folio 497, one of the Land Records of Allegany County, Maryland, and being also South twenty-three degrees twenty-five minutes West one hundred ninety-five end seven-hundredths feet from Consolidation Coal Company's Engineers Survey Station No. 11945, which is a copper plug in center of concrete shoulder on South side of National Highway; then leaving said proposed alley South twenty-six degrees forty-five minutes West one hundred and sixty feet to the North side of Washington Street proposed to be extended; then with said proposed street North sixty-three degrees fifteen minutes West fifty feet; (true meridian courses and horizontal distances used throughout) then leaving said proposed street North twenty-six degrees forty-five minutes East one hundred and sixty feet to South side of before-mentioned proposed alley; then with South side of said proposed alley South sixty-three degrees fifteen minutes East fifty feet to the beginning; containing eighteen hundredths of, an acre, more or less.

IT being the same property which was conveyed by Robert G. Glotfelty, et ux, to Michael M. Martin, et ux, by deed dated April 27th 1951, and recorded in Deeds Liber No. 233, folio 555, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public ilens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become

UBER 304 BAGE 276

hairs executers administrators and assigns, or

due and payable, and these presents are hereby declared to be made in trust, and the said party.

of the second part, its successors

100

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part 108 of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part further covennnt to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 1 ts assigns, the improvements on the hereby mortgaged land to the amount of at least SIX THOUSAND FIVE HUNDRED FIFTY (\$6550.00) -- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , 1ta successors nssigns, to the extent of____ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness, the hands and seab of said mortgagor s. Witness: JOANN G. MARTIN State of Maryland, Allegany County, to-wit: I hereby certify, That on this 30th day of April in the year nineteen hundred and fifty-four ___, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Michael M. Martin and Joann G. Martin, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. BARL KREITZBURG, Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said difference lating and bona fide as therein set forthe and the said F. Earl Kreitzburg without gade oath that he is the Cashier and agent of the within analysis and duly authorized by it to make this affidavit. my hand and Notarial Seai the day and year aforesaid.

LIBER 304 PAGE 277

Compare and Mailed Walled E To Mitgel Frankling Nd.

FILED AND RECORDED MAY 3, 1954 at 2:40 P.M.

This	Mort	gage, Mad	le this_3	اده	day of	Apri:	1		- 6
in the yea	r Nineteen	Hundred and_	fifty-	four			, ьу	and b	etween
	-GLENN	PATTERSON	WRIGHT	and	GERTRUDE	TYLER	WRIGHT,	his	wife
of All	egany		Coun	ty, in	the State of	Mary	land		

part les of the first part, and FROSTBURG NATIONAL PANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

pary _____ of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarter ly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part. Its successors where and assigns, the following property, to-wit:

ALL those pieces or parcels of land fronting fifty feet on the Southwesterly side of Buchanan Avenue, hear Narrows Park, in Allegany County, Maryland, and known as the Southerly thirty feet of Lot 42 and the adjoining Northerly twenty feet of Lot No. 43 of Park Heights First Addition (formerly called Narrows Park, First Addition) a plat of which addition is filed among the Land Records of Allegany County, said property being described in one set of outlines as follows:

Parts of Lots Numbers 42 and 43:

BEGINNING for the same on the Southwesterly side of Buchanan Avenue at the end of the first line of Lot No. 42, of the aforesaid Addition, and running thence with said Buchanan Avenue South thirty-nine degrees East fifty feet; thence across said Lot No. 43 South fifty-one degrees West one hundred and twenty feet to a fifteen foot alley; thence with said alley, North thirty-nine degrees Mest fifty feet; thence across said Lot No. 42, North fifty-one degrees East one hundred and twenty feet to said Buchanan Avenue at the place of beginning.

IT being the same property which was conveyed to the parties of the first part by deed dated August 18, 1943 of Albert H. Pond and his wife, and recorded among the Land Records of Allegany County in Liber No. 197, folio 173.

Courther with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Brauthed, that if the said parties of the first part, their heirs, executors, administra-

UBER 304 PAGE 278

tors or assigns, do and shall pay to the said part. y of the second part, 1ts successors	Γ
ASSERBANGABERS or assigns, the aforesaid sum of	
THIRTY-FIVE HUNDRED	
together with the interest thereon, and any future advances made as aforesaid, as and when the	
same shall become due and payable, and in the meantime do and shall perform all the covenants	
herein on their part to be performed, then this mertgage shall be void.	
And it is Agreed that until default be made in the premises, the said parties of the	
first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest	
thereon, the said part 108 of the first part hereby covenant to pay when legally demandable.	
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, coverent or condition of	
this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become	
due and payable, and these presents are hereby declared to be made in trust, and the said part	
of the second part, its successors trong xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	
cobey, carscaden and gilchrist its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over	
to the said part les of the first part . their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed	
and paid by the mortgagors, their representatives, heirs or assigns.	
And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee oritmssigns, the improvements on the hereby mortgaged land to	
the amount of at least THIRTY-FIVE HUNDRED00/100 (\$3500.00) Dellars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire	
or other losses to inure to the benefit of the mortgagee . 1ta successors . buts or	
assigns, to the extent of 1ts lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	
Wilness, the hand and seas of said mortgagor .	
Witness: (as to Bath)	
Futh m. Sold The Patterin Wrightson	
C.	
Gentricke Sylenteleight(Seni)	
State of Maryland.	
Allegany County, to-wit:	
I hereby certify, That on this 30 Th day of April	
in the year nineteen hundred and fifty-four	
a Notary Public of the State of Maryland, in and for said County, personally appeared	
OLHER PATTERSON WRIGHT and GERTRUDE TYLES WRIGHT, his wife	

ch 7.4 cet to of W. J. a. Str. A of ... moretities, tage view, then the distributes which said said said seek o I'm age to age which as invoted into the lartice of the first of by reas of . T. . of F. . . Marries, dated the 17th day of aril, thick inter el to be recorded amon; the Land lecords of allerny County, A reland, signifuneously with the recording of these presents. It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained. It is according that the Mortgager may at its option accause sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and are stors of money so shareed shall be added to the impaid balance of this indebtedness. The said mortgagers hereby warrant generally to, and covenant with the said cortained that the above described property is improved as herein stated and that a perfect fee innote at a conveyed herein free of all liens and encumbrances, except for this mortgage, and do covening that they will execute such further assurances as may be requisite. **Engether** with the buildings and improvements thereon, and the rights, reads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining. En have and in hold the above described land and premises unto the said mortgagee.

its successors and assigns, forever, provided that if the said mortgagor: their iners, executors, administrators or assigns, do and shall pay to the said mortgagee, its successor assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the ir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor—may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors—hereby covenant—to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George H. Lerge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the belance, to now it court to the said mortgage.

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs

1012 3114 = 275

each meknowledged the aforetone most time to be their respective

a siler of the costbury S though sample on the property of the costbury S though sample κ_{p}

and the rest of each expect and trade eight in the form of law, that the consideration in said

makens read world a tarresset fith, and further sade oath to the is

have solver and solver and very alone and

Noticey Public

Compared and Modeled Delived &

To Des St. Large atte City

Large 4 9 54

This Mortgage, Made this 3 - 27 day of AIRIL

in the

, car Ninetees Handred and Porzy _____ by and between

WITNESSETTI:

Whereas, the action has a readay found to the said correspond to the same of the said corresponds to the said corresponds to repay in installment with interest thereon from all thereon, at the said of the percent, per amount in the manner following:

By the parameter of Therty-nine & 82/100 - (239.28) - - - 4 dilars, at the before its fast day of e-basic every mouth from the date hereof, and the whole of said or spall of mouth mouth, and the aid a said mouth should be supported to the administration of the aid assume of the said of the sai

Name Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey.

3114 - 1291

And the said mortgagor. . further covenant—to insure torthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged kind to the amount of at least 2x .now and for e jurage; and improvements on the hereby mortgaged hand to the and to cause the policy or policies issued therefor to be so trained or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage of may effect said meanance and collect the premiums thereon with interest as part of the mortgage debt.

At 0 the said mortgagor () as additional security for the payment of the indebtedness receive securies, do — hereby set over, transfer and assign to the mortgagee, its successors and is ages, all rents, issues and profits accraining or falling due from said promises after default onder the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default to take charge of said property and collect all rents and issues therefrom pending such proceedings a read be necessary to protect the mortgage under the terms and conditions herein set forth

beconsideration of the premises the mortgagor. for the conditions herein set touch the consideration of the premises the mortgagor. for the consideration of the premises the mortgagor. for the configuration of the previous testing the part of the mortgagor of the preceding calendar year; to deliver to the mortgagor of previous all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagor receipts of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagor receipts of valencing the part ment of all liefs for public improvements within minety days after the same shall become does and payable and to pay and discharge within musty days after due date all governmental leves that may be made on the mortgagor property, on this mortgagor index or not on suffer no wast, impairment or deterioration of said property, or any part thereof, and upon the tailure of the mortgagor—to keep the buildings on said property in good condition of repair, the mortgagor and the immediate repair of said buildings or an increase in the amount of security, or the mortgagor, and at the option of the mortgagor aperiod of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagor, immediately mature the entire principal and interest hereby secured, and the mortgagor may, without notice, institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said promises and account therefor as the Court may direct; (4) that should the title to the herein mortgagor—by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagor's written consent, or should the same be encumbered by the mortgagor.

the mortgagee's written consent, or should the same be encumbered by the mortgagor? . 'MOLE hears, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withree, the handsand seafor the said mortgagor .

Attest:

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 20 74 day of ACECA

in the year nineteen hundred and forty Sittle-Bur , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

learze !. Deltver in ! " tricia d. "eitzer, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to betheir act and deed; and at the same time before me also personally appeared. Leave ... Leave Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WIT FAS my hand and Notarial Seal the day and year aforesaid.

Notary Public

LIGER 304 PAGE 282

The second of the second of

AUHCIASE MOREY

This Morigage, Made this _______ to th _____ day of ___ April___

in the year Nineteen Hundred and Fifty-four , by and between

George A. Boch and Frances I. Boch, his wife,

alls, any County, in the State of Maryland

a lar of the following, and

Borry I. Stepheler, Trustee,

. Taylory County, in the State of

Marytani

i - 9 of the second part, WITNESSITH:

Wibereas, the parties of the first part are indebted unto many I. Steppsier, Trustee for Elizabeth R. Nieman in the principal aum of \$100.00 and abbooks J. Burkey and Mary R. Minke in the principal sum of \$155.68, And whereas, the parties of the first part are therefore indebted unto the party of the second part in the full and just among \$2000.00 to be repaid with interest at the rate of 6% per appun computed monthly on unpaid belances which asid indebtedness invertee with the interest accruing thereof is asymble at the rate of 6% of 600.00 per month, the first monthly payment on principal and interest eight due and mayable one month from the date of these presents and each and every month thereafter until the end of two years from the set of these presents when the entire belance of principal together with the interest accruing thereon is due and mayable in full, said onthly mayment being applied first to the accrued interest and the alance unto the principal to secure which said principal with the interest accruing thereon these presents are executed.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George A. Boch and Frances

I. Boch, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said

Marry I. Stegmeier; Trustee, his

heirs and assigns, the following property, to-wit:

All those lots or percels of ground situated on the north side of Peall Street in the City of Cumoerland, Allegany County. Maryland, known and designated as Lots Nos. 7, 8 and part of 9, of Plock No. 6, of Pose Hill Addition to Cumberland, and particularly described as follows, to-wit:

Beginning for the same at the intersection of the south side of Patterson Avenue with the north side of Beall Street, and

running then with the north side of Beall Street, South 82 degrees 35 minutes East 131 1/10 feet, then North 7 degrees 25 minutes East 95 feet to an elley 12 feet wide, and with it, North 82 degrees 35 minutes West 23 1/10 feet to the intersection of said alley, with the wouth side of Patterson Avenue, then with said evenue, South 57 degrees West 131 1/2 feet, and still with said avenue, South 66 degrees 80 minutes West 13 7/10 feet to the beginning.

Seing the same property which was conveyed unto the parties of the flight part by need of Ambrone J. Burkey et al. Executors.

Third April 10, 1951, which deed has meen propried atomy the land Decords of Allegany County, Maryland.

This is a second sortpage and is conject to the lies of the first mortpage of the within conveyed property from the parties of the first part to W. Vallace McKeig dated April 10, 1956, which nortpage has been heretofore recorded among the Mortpage Seconds of Allerany County, Maryland.

Conclusive the bandon and improve and thereon, and the right, roads, ways, waters regulated and apparatoments thereinto belongons or in anyway apparatoms.

Drovere, ... George A. Boch ens Frances I. Boch, his wife, their

Herry I. Stemmeler, Trustee. nis

Two Thousand & ro/100 - - - - (\$2000,00) - - Dollars

the river with the interest thereon, a used when the same shall become due and payable, and in the assumption do and shall perform all the coverants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said.

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said George A. Boch and Frances I. Boch, his wife.

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable.

and these presents are hereby declared to be made in trust, and the said.

Harry I: Stagmalar, Trustee, his

heirs, executors, administrators and assigns, or. Harry I. Stegmeter, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heira or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising

UEFR 304 PAUL 281

		4	
from such sale to apply first to the payment of taxes haved, and a commission of eight per ce to the payment of all moneys owing under the			
aratured or not; and as to the balance, to pay	it over to the s	aid Geor	ge A. Boch
and Frances I. Book, his wif	e, their		hairs or assistant and
P C's Chadvettisement under the above pow	er but no sale, c	ne-half of t	he above commission
shall be allowed and pand by the mortgagor \$	'heir		ives, heirs or assigns.
And the said Societ A. Fo	on and Fran		
wife.			
resure in that distinct and pending the existence of t	this mortgage, to	koop msne	further coverant to
to the or companies receptable to the mortg		- P month	a or some manifilling
en and the dispressionals on the hereby marky		Transfer of a	† T
or one or not a said then	- (\$2000.0		Dollars,
the second of the second property			
			assigns, to the extent
SIF the norm	n or chair, but n	oder, and to	place such policy or
The first of the second	er the con	11 July 15 July 1	deet and treatinger
. In the state of		office or deal	
Allihuess, the state of the	tragion e.		
Alarm I Star	14		
My Vis Meriae.	- To or fall	in ah	DEL INFALL
State of Manual	Jaarrae &	Jor M Boch	[SEAL]
State of Marriand.			
Allegang County, to mit:			
continue continue to ante			
I herely certify.	luth		
			Arrii
- four			ne the perfect.
Promise the analysis of Marylland, in or	d for smile	the mark	$\pi p_{P^{n-1}} = d$
George A. Boch and Prance	F I. Roch, !	nic wife,	
ey used the afteren	(m)	the	ir
all distance is a the same time before the aiso	r personally gon	enred	
Harry I. Stegmaier, Trus			
and made oath in d		11	
ortgage is true and bona fide as therem set for 6	and the second s	tar ille ed	usideration in said

my hand and Notarial Seal the day and year aforesaid.

To Mitge Sentingent Ma

HETR 304 PART 255

Unts Hargage, made this 27th., --- day of April----, in the sear Nineteen Hamilred and fifty four , by and between Reuel C. Roberta and Marie L. Roberta, husband and wife, of Westernport, Maryland-----

expression shall include their----heirs, personal representatives, successors and assums where the context so admits or requires, of Allegany County, State of Maryland, part less the first part and

The Citizens National Eank of Westernport, Maryland, a corporation,

herematter called Mortgagee—, which expression shall include—its—————hers, per oral representatives—successors and assign—, where the context so requires or admits, of Allegany County, Scate of Maryland, party——of the second part, witnesseth:

The said opligation being evidenced by a certain promissory note of even date herewith, executed by the said parties of the first part, jointly and severally with James A. Roberts and Mary A. Roberts, and payable on demand with interest to said, The Citizens Rational Pank of Westernjort, Maryland.

AGW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor 8 do ----Hereby hargain and sell, give, trant, convey, release and confirm into the said Mortgagee the following property, to-wit:

All those certain lands fronting on the South side of Washington Street in the town of Westernport, Allegany County, Maryland and along the banks of Georges Creek, which were conveyed and described in that certain deed from Horace P. Whitworth, Trustee to Reuel C. Roberts and Marie L. Roberts, husband and wife, dated march 15, 1949 and recorded in Aflegany County, maryland in Liber No.224 Folio 371, and to which deed so recorded a reference is hereby made for a defibite and particular description of the property and interests hereby mortgaged.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor 8 shall pay to the said Mortgagee the aforesaid debt of six thousand dollars, together with the interest due thereon,

and in the meantime shall perform all the covenants herein on their part to be performed, then

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor amay occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage or Horace P. Whitworth, it.

or Horace P. Whitworth, it.

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after published in Allegany County, State of Maryland terms of sale, in some newspaper if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly

UBER 304 PAGE 286

a be paragret of all monies due and payable under this mortgage including interest on the mortgage debyte the date of the ratification of the auditor's report; and third to pay the balance to the said of the arg of advertisement under the above power, but no sale, all expenses and one-half The or see of advertisement under the above power, but no sac, and see commissions shall be paid by the Mortgagor see to the person advertising.

AND the self-Mort caser 8 further covenant to insure forthwith, and pending the existence of creater to see presented by some insurance company or companies acceptable to the Mortgagee ... he angroven ends on the horeby mortgaged land to an amount of at least six thousand dollers

Will State and and seal of said Mor gagors.

a carackerrale.

Reuel C. Roberts (SEAL) Marie L. Robert's. (18EAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certain that on this 30 the day of April----. in the year 1 54 Lafere me, the subscriber, a Notary Public --- of the State of Maryland, And four seed County, personally appeared. Reuel C. Roberts and Marie L. Roberts, husband and wife----the radius samed Mortgagor ϵ , and acknowledged the foregoing mortgage to be their voluntary and deck. And at the same time, before me, also personally appeared. Horace F. Whitworth, Fresident of The Citizens National Bank of Westernport, Maryland the within named Mortgagee . and made oath in the within named Mortgagee and made oath in that he is the president of said bank duly authorized to make said oath.

WITNESS my hand and Notaral Seal the day and year last above written.

4. CURRY

000

See All and the second second This Mortgage, Made this twenty neventhany of April-----Cliver Smith and Anna V. Smith, his wife, and Ida May Crowe, bingle of

Genternport, Allegany-----_County, in the State of Paryland----parties of the first part, and The Citizens Estional Bank of Westernport. largland, a corporation, organized under the national fanking laws of The inited States of America.

of Acatern ort, Allegany------County, in the State of Maryland---pa. . Y of the second part, WITNESSETH:

Wherens.

The said parties of the first part are indebted onto the party of the second part in the full and just sum of twentytwo hundred dollars (> 2200.00) for money lent, which loss in evidenced by the promissory note of amid parties of the first part, of even date herewith, payable on demand with interest in said sum of twenty two hundred dollars to the order of The Citizens Estional Bank of Westernport, Maryland; and whereas, it was agreed between the parties hereto prior to the lending of said money and the giving of said note that this mortgage should be executed.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do-----give, grant, bargain and sell, convey, release and confirm anto the said party of the second part, its successors and assigns

* and asrigus, the following property, to-wit:

That certain lot of ground in westernport, Allegany County, Waryland, known and numbered on the plat of Hammonds Addition to said town as lot number one hundred and forty eight (148). Fronting 50 ft. on the mast side of Walnut Street and running back easterly, carrying the same width throughout a disence of 125 feet. Being the same lot which was devised by Charles C. Crowe unto Ida May Crowe, and in which an undivise one half interest therein was conveyed unto Oliver Smith and Anna V. Smith, husband and wife by deed from Ida ay Crowe, dated April 15, 1942 and of record among the land records of Allegany County, Waryland in Liber No. 193 Folio 241.

URER 304 PAGE 289

evactives with the fundings and improvements thereon, and the rights, roads, ways,
Water priviles and appartenances thereunto belonging or in anywise appertaining.
propoco, and parties of the first part their
perty of the second part, its successors
#####################################
to the with the afterest thereon is and when the ana shall become due and payable, and in the mountained on a dehall perform all the covenants herein on their part to be
·
up the self, the tiles mortgage shall be void.
And it is Agreed that until default be made in the premises, the said parties of
the first part, their heirs and assigns
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said <u>parties</u> of the first <u>part</u> hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said party of the
secord part, its auccessors
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then continued or not; and as to the balance, to pay it over to the said parties of the first
part, their
And the said parties of the first part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its successors or
assigns, the improvements on the hereby mortgaged land to the amount of at least
twenty two hundred
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.:
Withuss, the hand and seal of said mortgagors
Attest
Achard Hushelion the Sliver Smith [SEAL]
x Inna V Smith [SEAL]
Ida May Crowe.

LIBER 304 PAGE 259

State of Maryland, Allegany County, to-wit:

a Note Public 12. State of Maryland in and for and Cours proceed cliver Smith, Anna V. Smith and Ida Fay Crowe-----

and each and at the secretion before making personal Horace F. Whitworth, President of The Citizens National Bank of Westernport, Maryland.

the rathin named worthware, and made oath in du. form of law, that the consideration in said mortgage is true and bona fide as therein set for forth, and that he is the president of the said bank duly suthorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Prehard Clwhotour Pabli

FILTE AND ALCORDED MAY 4, 1954 at 10:40 A.M.
PURCHASE MONEY

This Martgage. Made this 4th day of May in the year Nineteen Hundred and wars Fifty-four by and between James N. Long and Elizabeth C. Long, his wife,

part 108 of the first part, hereinafter called mortgagors , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand & 00/100 - - - - (\$4006.00) - - - = Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

r aman, it he water of O is recovered manner, in the manner following:

Forty & .C/100 - - - (\$40.00) - - - - Deliars.

the of each process month from the date screen until the whole of and a large screen at the extraor month, as and so an extraor to the construction of the extraor month.

The construction of the extraor to the extraor month of the extraor to the extraor.

Xum Therefore, the advantage of the prepases, and of the same of one domar breached the control of compute payons of of the and and the domar the advanta the rest till to set till compute said to a propore door give, grant bargain at I seak convey.

The control of the said in order row is accessors or assigns, in fee simple, all the followed

First lot, piece or parcel of Friend lying and being the description of budley Street (formerly Front lines) and First Street, Longconing, Allegary County, Maryland, known at description to Longconing, Allegary County, Maryland, which said parcel is noted particularly described as follows, to-wit:

Festinning for the same at a stake at the intersection of the southerly side of Dudley Street and the westerly side of First Street, said stake being located South 55 degrees West 20 feet from a planted stone marked "P" in the center of First Street and running then with said Dudley Street South 55 degrees West 60 feet, then South 47% degrees West 7% feet, then South 35 degrees 30 minutes Fast 149 feet to the northerly side of an alley, then with said alley North 55 degrees East 67 feet to the westerly side of First Street and then with said First Street North 35 degrees West 150 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Annie P. McAlpine, widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of honey at contine for the attent of premium on any Life Insurance policy as igned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this adebtedness, and any sums of money so advanced shall be added to the impaid balance of this adebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and from from overeits, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid halance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all fiens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Unarther with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

In have and in hald the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors , their

LIBER 304 PAGE 201

ners, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indeletedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Aurerd that until default be made in the premises, the said mortgagors—may and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and cliens levied on said property, all which taxes, mortgage debt and interest thereon, the said gagors—hereby covenant——to pay when legally demandable. hold and

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge ... its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or to-wit: By giving at least twenty days notice of the time, place, momer and terms of sale in cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident sale; secondly, to the payment of all expenses incident sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to now it over to the said mortgagers. Infir

have then matured or not; and as to the balance, to pay it over to the said mortgagor ε . their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor ε . their representatives, heirs

And the said mortgagor, so turther covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the

amount of at least Four Thousand & 00/100 - - (\$000.00) - - = - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors—, as additional security for the payment of the indebtedness hereby secured, do—hereby set over, transfer and assign to the mortgage, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under to take charge of said property and collect all rents and Issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—the nortgage's written consent, or should the same be encumbered by the mortgagors, their

the mortgagee's written consent, or should the same be encumbered by the mortgagers , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided: (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withess. the handsand seals of the said mortgagors.

William Harman (SEAL) William Harman (SEAL) (SEAL) (SEAL)

State of Maryland. Allegany County, to-mit:

I hereby certify, That on this 4th day of Mey in the year nineteen hundred and xoxxx. Fifty-four_____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James M. Long and Flizabeth C. Long, his wife,

the said mortgagor scherein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared . . George W. Legge . Attorney and agent for the within named mortgagee and made oath in due furm of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath n: due prm of law that he had the proper authority to make this affidavit as agent for the said

Which my hand god Kotarial Soul the day and year aforesaid. Times Charles

& mcCombat way 4. 1954 at 2:45 P.M.

This Mortgage, Made this

in the year nineteen hundred and

, by and between

Postar 7, factor and Donothy V. Habse, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

William R. Haese and Dorothy V. Haese, his wife.

stand indebted unto the said The Liberty Trust Company in the just and full sum of

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 31x (6f) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be

HEFR 304 203

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

The of sale of animal in the contract of the c

w. ______

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property, without the written consent of the mortgagee.

AND WHEREAS, this most gage shall also secure as of the date beneaffir the dwarfes made at the Montgagee's option, prior to the full pay of Fire Dundred (\$500.00) Bollars, nor to be made in an amount with would make the montgage left exceed the original amount hereof, profiled the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the configuration of profiled by Chapter 323 of the laws of Maryland passed of the January mention in the year 1915 or any amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner followins, to wit: Begiving at least twent, days' notice of time, riace manner and term

HERR 3014 2012

of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply dirst: To the payment of all expenses incident to such sale, including taxes, and all premiums of distrance paid by the mortgagee, and a commission of eight per cent, to the party selling or one, my said sale, and in case said property is advertised, under the power herein contained, and the sale thereof made, that in that even the party so advertising shall be paid all expenses incurred and one half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said not tracer, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage. The acceptable or assigns the improvements on the hereby mortgaged land, to the amount of at least

itoliars, and to cause the policy of policies assumed the policy of policies forthwith in possession of the mortgage, its sacrossors, or assigns, to the extent of its or their lien or claim hereunder, and a policy or policies forthwith in possession of the mortgage, or the mortgage may effect and its scance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST

(SEAL)

interest

Acres 744 Language (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this / day of before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

and acknowledged, the foregoing mortgage to be act and deed; and at the same time, before me, also personally appeared

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Hany Wuyling It Notary Public

Compared and WSG+d Ir red & To Mige Oty

Flew And Rederical may 5, 1994 at 3:15 F.L.

This Mortgage, Made this

day of

in the year nineteen hundred and

, by and between

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

grif fam Critics and Mary E. Chités, his wife.

stand indebted unto the said The Liberty Trust Company in the just and full sum of Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Dollars, per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on Dollars.

This Menting, is and to the subject that the residue of the second of th

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William Unites and Many E. Orites, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land lying and leting distincted in what is known as Cash Volley in Allegary County, Manyland, this sail property is more particularly described as follows, to-wit:

DEGINNING for 'the same a' a white cub tree taniful on the we terly sife of the Short D. Road at the end of the first like of a deed from Daniel Mullan et up to Cletus W. Shingleton at ux dated Danamber 1: 1943, and recorded in Deeds Liber 108, folio 131 among the Laud Penords of Allegany County, M. ryland and running themse with said Road, North 6 degrees East 165 feet to a red cak tree, another red cak, thense with the Southerly side of a private driveway. North 74-3/4 degrees West 158 feet to two small locust tree; thense standing or the Westerly bank of a run; thence South 29 degrees East 141 feet to a planted stone; thence South 651 degrees East 153 feet to bearings as of April 1, 1954, and with horizontal measurements.

It being the same property which was conveyed unto the sail Mortgagors by Cletus W. Shingleton and wife, by deed dated the S day of Many, 1954, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of property of the said state of the said successors of assigns, the aforesaid sum of property of the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

THE REPART THE FOREST THAT ALSO RELY AS OF the date bence the first the first payon of the date bence the first payon of the first payon payon payon payon payon of the first payon of the first payon the first payon the first payon that the first payon that the first payon payon

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levicd on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liherty Trust Company, its successors and assigns, or George E. Fughe , its, his or their duly constituted attorney or agent, are hereby-authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seven Hundred (\$700.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

USER 304 PAGE 297

ATTEST:

Geoasie

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this a color day of

in the year nineteen

hundred and

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared grande and the E. Server, his erfe,

acknowledged, the foregoing mortgage to be

deed; and at the same time, before me, also personally appeared President of The Liberty Trust Company, the within named mortgagee and made oath in due form

of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Chart Fr. Figer did further, in like manner, make oath that he is the President, and agent or attorney for said nutration and duly authorized by it to make this affidavit.

have hereto set my hand and affixed my notarial seal the day and year

7. 3

Geo a Siebert Notary Public

ompared Cable ,

FILED AND RECORDED MAY 5, 1954 at 3:15 P.M.

This Mortgage, Made this

day of

in the year nineteen hundred and

William C. Parneord and Elsie L. Barnsord, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

William C. Barnsord and Elste L. Barnsord, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 31x (6%) per centum per annum, payable quarterly as it accrues,



LIBER 304 PAGE 2019

at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on 10, 100 at 10, 100 at 10.

NOW. THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

for the form the settled Coste L. Prepared, bit wift,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

The control of the co

degree: 37 minutes West 55.7 feet to a nail in a locust post which stands on the Westerly side of a lane leading from the Cash Valley for to Amnings Run; thence along the Westerly side thereof. North 46 degrees On foutes West 204-6,40 feet to a stake standing Jouth 312 degrees Cost Cifest from a stump of a thomy these, thence chossing said Lans, North 312 degrees West 952 feet to the place of beginning.

It being part of the same property which was conveyed unto the said Mortgagors by Clara Petenbrink, unmarried, by deed dated Deptember 3, 1946, and recorded in Liber 211, folio 88, of the Land Pencris of Allegany County, Maryland.

This obligation is additionally secured by a Chattel Montgage for the amount of Fifteen Hundred (\$1500.00) Dollars, which Chattel Montgage severs a Motor Vehicle, and said Chattel Montgage bears even late herewith and is by and between the same parties hereto. It being understoon, however, that the total obligation as evidenced by this Montgage and the Chattel Montgage is Forty-One Hundred (\$400.00) Dollars, together with the interest thereon as above set forth.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-Che Hundred (\$4100.66) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which

W. P.

'vanc

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Digheo , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

William C. Marracon (SEAL William C. Parneon)

James Mi Lorley Clair & Barmont. (SEAT

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 4th day of Ray

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the equnty aforesaid, personally appeared

William C. Barncord and Elsie L. Barncord, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

UBER 304 BAGE 300

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year a hole gowen.

anw M Sort

Compared and Mailed Cocces 1. Myse Fronting Me.

FILED AND RECORDED MAY 6" 1954 at 3:45 A.M.

This Mortgage, Made this 30th

day of April

in the year Nineteen Hundred and fifty-four

, by and between

- - - - KENNETH LOWERY and FLORENCE LOWERY, his wife

Allegany

County, in the State of Maryland

hardes of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

xx Frostburg, Allegany County, in the State of Maryland

part y of the second part, WiTNESSETII:

Illibraria, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

FORTY-FOUR HUNDRED DOLLARS- - - - - - 00/100 (\$4400.00)- - - -

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,

together with one interest thereon, including any factors advicees, the sold par 108 pair do hereby give, gram, bargain and sell, convey, release and co-frm noto the said part y sof the sorned part, 1ts successors xxxx and as joss, the following property, to-wh:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in the Town of Frostburg, and known and distinguished as Lot No. 34 in Eckhart Flat Addition No. 3 in said Town of Frostburg, a plat of which said Addition is of record in Liter No. 107, folio 746, of the Land Records of Allegany County, Maryland, and being the same property which was conveyed to the parties of the first part by Maria Pelli Debelok and hustand, by deed dated May 31, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 204, folio 398.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereinto belonging or in anywise appertaining.

Provided, that if the said part ies of the first part, their cirs, executors, administrators or assigns, do and shall pay to the said part $\mathbf Y$ of the second part, its successors

FORTY-FOUR HUNDRED AND 00/100- - - - - DOLLARS (\$4400.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenant herein on part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the maintime, wil tax is assessments and public liens levied on said property, all which taxes, mortgage delt and interes: thereon, the said parties of the first part hereby covenant to pay when legally demandable,

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part \mathbf{y}_{-} of the second part, its successors Ada roomer and distinct and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, nt any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be nt public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it ever to the said part les of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their

representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 112/assigns, the improvements on the hereby mortgaged land to the amount of at least FORTY-FOUR HUNDRED and 00/100 (\$4400.00) - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , _ 1ts successors nssigns, to the extent of ________lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee mny effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

minrss, the hands and seals of said mortgagor s.

k.		
DAVID R. WILLETTS	KENNETH LOWERY [Scal]	
DAVID R. WILLETTS	FLORENCE LOWERY [Seal]	
State of Marylano,	- DOMESTIC DOMESTIC	
Allegany County, to-mit:		
I hereby certify, That on this	3: th day of April	
in the year nineteen hundred and fifty-fou	, before me, the subscriber	*
a Notary Public of the State of Maryland, in and	I for said County, personally appeared	
KENNETH LOWERY and FLORENCE LO	WERY, his wife	
and each acknowledged the aforegoing r	nortgage to be their respective	
act and deed; and at the same time before me als Casnier of the Frostburg Nationa	opersonally appeared F. EARL KREITZBURG, 1 Bank,	
the within named mortgagee and made oath	in due form of law, that the consideration in said	
the caption of aaid Bank and duly	h, and further made oath that he is y authorized by it to make this	
WITE Somy hand and Notarial Seal the da	ay and year aforesaid.	
Mary Company	- (idi tali reia	
44.47	RUTH W. TODD Notary Public	
tge City They 2 4 18 54		
They 2 4 18 54 FILED AND RECORDED	MAY 6" 1954 at 1:10 p.m.	
They 2 4 18 54 FILED AND RECORDED	MAY 6" 1954 at 1:10 p.m.	
They 24 18 54	MAY 6" 1954 at 1:10 P.M.	
FILED AND RECORDED This Morigage, Made this in the year Nineteen Hundred and Fifty-four	MAY 6" 1954 at 1:10 P.M.	
FILED AND RECORDED This Morigage, Made this in the year Nineteen Hundred and Fifty-four	MAY 6" 1954 at 1:10 P.M. d day of	

LIBER 304 PAGE 303

a nettral hanking organistin. It its mirrial clare

of 4-1-25----County, in the State of Land Di 1977 of the second part, WITNESSETH:

Calculate the property of the

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first

do are by give, grant, bargain and sell, convey, release and confirm unto the said for the i the second part, its onccessors or

wheir and assigns, the following property, to-wit: All that lot or parcel of ground life at a on the Martham side of the A save in the Sity of Similar Land all years South, Barylong, decignated a Lotio. From the Companies Second Addition to Contract and more particularly described as follows:

SCOT NIME at a stake on the Mestirn side of Jine avenue and at the one of the first line of Lot No. 3/3 in aid Addition and described with said Mestern cide of Pine Avenue, So the 42 degrees of minutes Mest of the tight angles to said with it Nort 31 1/3 degrees East 40 4/5 feet to the end of the second line of said Lot No. 3+3 and with said second line reversed South 47 degrees 6 minutes East 152 1/4 feet to the beginning.

property which was corvered

said parties of the first part by Mary B. Torrington by deed dated rebruary 9, 1945 and recorded in Liber No. 202, folio 717, one of the Land Ferords of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors or executive x x and runs at satisfies or assigns, the aforesaid sum of ONE THOUSAND (\$1000.00)

DOLLARS.

together with the interest thereon, as and when the same shall become due and payable, and in

UBER 304 PAGE 304

and shall perform all the covenants herein on THEIR part to
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
artics of the first part, their heirs and assigns,
may hold and possess the aforesaid property, upon paying
the meantime, all taxes, assessments and public liens levied on said property, all which taxes
mortgage debt and interest thereon, the said parties of the first part
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable
and these presents are hereby declared to be made in trust, and the said party of the
coped part, its sucressors,
ncirs, executors, administrators and assigns, or
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heir or assigns; which sale shall be made in manner following to-wit: By giving at least twenty lays' notice of the time, place, manner and terms of sale in some newspaper published in Cum perland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent to the party selling or making said sale; secondly to the payment of all moneys owing under this mortgage, whether the same shall have been ther
atured or not; and as to the balance, to pay it over to the saidartice of the
first part, their heirs or assigns, and
case of advertisement under the above power but no sale, one-half of the above commission all be allowed and paid by the mortgagor
And the said parties of the first art
further covenant to sure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
mpany or companies acceptable to the mortgagee or 125 successors or
signs, the improvements on the hereby mortgaged land to the amount of at least
ONE THOUGAND (SLOOG OC)
d to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
inure to the benefit of the mortgagee , its successors here or assigns, to the extent
definition claim neterinder, and to place such policy or
licios forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
d collect the premiums thereon with interest as part of the mortgage debt Hitness, the hand and seal of said mortgagors
test:
Ingels A Mc Clave Elman 7, montgamery (SEAL)
Fire F. Montgomery
Ingels A Mc Class Elmen I, Montgomery [SEAL] Ingels A Mc Class Montgomery [SEAL]
tate of Maryland,
Allegany County, to-wit:
I hereby certify, That on this La day of May
the way mineteen Munda I at min
the year nineteen Hundred and Fifty-four , before me, the subscriber,
Notary Public of the State of Maryland, in and for said County, personally appeared
ELMER F. MONTGOMERY and NOVELLA MONTGOMERY, his wife
and HOVELLA MUNTGOMERY, his wife

LIBER 304 PAGE 305

acknowledged the aforegoing to determe to be

act and deed; and at the same time before me also personally appeared to the control of the cont

the within named mortgagee, and made oath in due form of law, that the consideration in saids mortgage is true and bona fide as therein set for forth. mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

circumstate Notary Public

Compared and Stable ! red ?

FILED AND RECORDED MAY 6" 1954 at 1:00 P.M. This Martgage, Made this 5 th day of May, in the	
year Nineteen Hundred and Fifty Four by and between	
Frederick L. sempe and Betty P. Wempe, his wife,	
of Allegany County, in the State of Maryland,	14.
part_ies_of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan	Marion SA
Association of Cumberland, a body corporate, incorporated under the laws of the United States of	STORES OF
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.	Acres 4
WITNESSETH:	8 10 1
Whereas, the said mortgagee has this day loaned to the said mortgagor s the sum of	**
Seven Thousand Five Hundred (\$7500.00) Dollars,	2002
which said sum the mortgagor s agree to repay in installments with interest thereon from	reputra 6
the date hereof, at the rate of 52 per cent. per annum, in the manner following:	LAND !
By the payment of Sixty One and 28/100 (\$61.28) 1bollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.	EDecement IAI

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

all that lot, piece or parcel of ground being known as part of Lot No. 2 of a part of the Frederick A. Jempe property which is situated on the easterly site of Memorial Avenue just south of Elwood Street in the City of Cumberland, . legan; County, Maryland, and more marticularly described as follows, towit: derinning for the same at a stake on the easterly side of "emorial .ven... gistant buth 14 degrees 70 minutes lest 173.58 feet from the intersection the Southerly side of alwood treet with the easterly side of Memorial Syenue running them bouth 70 degrees 40 minutes bast 110 feet to a stake, then 1. th 14 degrees 20 minutes west 52.3 feet to a stake, then North 7. degrees all minutes west 110 feet to a stake on the easterly side of Memorial avenue. and then with said easterly side North 14 degrees 20 minutes East 52.3 feet to the clace of beginning.

Being part of the property which was conveyed unto the parties of the first part by deed of Frederick A. Tempe dated February 26, 1954, which is recorded in Liber 256, Folio 443, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebteduess.

The said mortgagor 5 hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do .covenant that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

In have and in hold the above described land and premises unto the said mortgagee. its successors and assigns, forever, provided that if the said mortgagor s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereou, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or learge W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have the said mortgager s their

have then matured or not; and as to the balance, to pay it over to the sald mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs

And the said mortgager, s , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the

amount of at least. Seven Thousand Five Hundred (\$7500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage deht.

And the said mortgagors—, as additional security for the payment of the indebtedness hereby secured, do—hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor 5, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all lens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said huildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the nortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the reuts and profits of said premises and account therefor as the Conrt may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgager's written consent, or should the same be encumbered by the mortgagor 5, their

the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seak of the said mortgagor s.

Attest:

Milliam Harman

Frederick L. Weine (SEAL)

Bette of Maryland.

State of Maryland, Allegany County, to-wit:

I hereing certify, That on this 5-74 day of May, in the year nineteen hundred and motor fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Frederick L. Wempe, and Betty P. Wempe, his wife,

the said mortgagor's herein and they acknowledged the aforegoing mortgage to be theiract and deed; and at the same time before me also personally appeared. George W. Legge.

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

Notary Public

Compared and coled I wored &
To Dea N. Legge acty aty
- May 24 18 54

No. 1

May 3 4 8 54	
This Ant recorded May 6" 1954 at 1:00 P.M.	
This Martgage, Made this 5th day of May in the	
tear Nineteen Hundred and Forty Fifty-four by and between	
George J. Dunlar and N. Cleo Dunlap, his wife,	a 2
ofCounty, in the State ofMaryland	250
part les of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan	A CONTRACTOR OF THE PARTY OF TH
Association of Cumberland, a body corporate, incorporated under the laws of the United States of	55000
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagge.	104-27
WITNESSETH:	10
	411/20

Hibereas, the said mortgages has this day loaned to the said mortgagors the sum of Fifteen Thousand Zeven Hundred & CO/ICO - - - - (\$15,700.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the indee of 5 per cent, per annum, in the manner following:

By the payment of One Hundred Three & 62/100- - - - (\$103.62) - - - Dollars.

By the payment of One Hundred Three & 62/100----(\$103.62) ---- Dollars, on or before the first of y of each and every mouth from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgage in the following order: (1) to the payment of interest: (2) to the test sent of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado matrance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

all those lots or parcels of ground situated on Prince George's Street, in Cumberland Heights Addition, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 30 and 31 of Block No. 5, the plat of which said addition is recorded in Liber No. 1, folio 44 one of the Plat Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of Prince George's Street at the end of the first line of Lot No. 29 of said Block No. 5 in said addition and running then with the southerly side of Prince George's Street North 87 degrees 18 minutes East 75.7 feet to the westerly side of said alley, then with

air a ley South . degrees 51 minutes West 130,6 feet to intersect another alley ara lel to maid trince leorge's Street, then with said alley outh 7 Secrees 12 unites est 63.13 lest to the end of the secon, line of said Lot Wo. 27 and then with all second line reversed North 2 decrees 42 minutes lest 130 feet to the pace of be signing, all course refer to true Worth.

end the like properties which were conveyed unto the sunties of the limit int of two deeds, the first from former '. Felly and Telvene L. Felly, as wite, grand the 18th day of armal, 1777, recorded in all emilia. Als, follows wong he estimates of the they markly, organd; the theory of the Company issue

on, wis mile, and servedith M. right and Frank critist, her distant, dated the en las formats, All, connected in liber to. All, follows? money the E wife any county, wryland.

It is alread to the Mortrag emay a lits option of a local control of the state of the more son as y. L. e. insurance pedict assembled to the Mortrag of the following of the Henerous as a district of the more son and any sum of control of advanced show and the more son and any sum of control of advanced show a did to the good balance of this control of the son advanced show a did to the good balance of this

The Mertgager's covering to maintain all bioldings, structures and improvements now or than time on said premises, and every part thereof, in good repair and condition, so that he was shall be at stactory to and approved by five insurance Companies as a forerisk, and from the time make or cause to be made all needful and proper replacement, repair not need a property of the that the efficiency of said property shall be maintained.

It is given that the Mortgage chargest its order advances one of none of any less for the term and unpresented for distillings on the gently red tremises, and accounts of countries about ad-

The said mertgager's hereby warrant green. The and coverant with the maj compared that the aless described property is improved a sincrem stated and that a perfect ter-sample of all liens and encounterages succept for this mortgage, and do execute that they will execute such further assurances as may be requisite.

Conriber with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and apparenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee. its successors and assigns, forever, provided that if the said mortgager s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage deht and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall be at their

have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, heirs

And the said mortgagor, s , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Thousand Seven Hundred & 00/100 - - - Dollars amount or at least rivineen incusand seven numbered & 00/100 — Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

UBER 304 PAGE 310

And the said mortgagers—, as additional security for the payment of the indebtedness hereby secured, do—hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors—for themselves—and—their—incires, personal representatives, do—hereby covenant with the mortgagor as follows: (1) to deliver to the mortgagor on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagor receipts videncing the payment of all lieus for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental invies that may be made on the mortgaged property, on this mortgage or note, or in anywaste, impairment or deterioration of said property, or any part thereof, and upon the failure of the meritgagors—to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repayment of the debt hereby secured and the failure of the mortgagors—to comply the said demand of the mortgage for a period of thirt; days shall constitute a breach of this mortgago, and at the option of the mortgage, immediately mature the entire principal and interest hortely secured and the mortgage may, without notice, institute proceedings to foreclose this mortgago, and apply for the appointment of a receiver, as heremafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said promises and account therefor as the Court may direct; (4) that should the title to the herein mortcaged property be acquired by any person, persons, partnership or corporation—other than the sortgagors—without the mortgagors—without the mortgagors—without the mortgagors—their manner, without the mortgagors written consent, or should the same be encumbered by the mortgagors—their

the mortgagee's written consent, or should the same be encumbered by the mortgagors. their to its, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided: (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withrss. the hand and sealed the said mortgagore.

There I / Withitis

Heorge J. Juni Dunlap (SEAL)

M. Cleo Dunlap (SEAL)

State of Maryland, Allegany County, to-wit:

George J. Dunlap and N. Cleo Dunlap, his wife,

OWA'S SS my hand and startul Seal the day and year aforesaid.

Notary Public

LIBER 304 PAGE 311

To The St Lange acting the

FURCHASE MONEY FILED AND RECORDED MAY 7" 1954 at 12:40 P.M.
This Mortgage, Made this 64 day of May in the
year Nineteen Hundred and Forty Fifty-four by and between
Lawrence Raymond Dickerhoff and Shirley Lee Dickerhoff, his wife,
ofCounty, in the State ofMaryland
part_ies_ of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:
Whereas, the said mortgagee has this day loaned to the said mortgagor 5 , the sum of
Dix Thousand Seven !hundred Fifty & 00/100 (\$6750.00) Dollars,
which said sum the mortgagor s agree to repay in installments with interest thereon from
the date hereof, at the mate of 42 per cent. per annum, in the manner following:

By the payment of Forty-two & 73/100 - - - - (\$12.73) - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey. release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situate, lying and being on the Northerly side of Gephart Drive in the City of Cumberland, Allegany County, Maryland, being part of Lot No. 33 in "Annandale Addition to Cumberland, Maryland", a plat of which said addition is recorded among the Land Records of Allegany County, and is filed in Plat Case Box No. 59 in the office of the Clerk of the Circuit Court for Allegany County, Maryland, and which said part of Lot No. 33 is described as follows, to-wit:

Beginning at a point on the northerly side of Gephart Drive and the wester-ly side of a 15 foot alley, and running then with said Gephart Drive, South 49 degrees 23 minutes West 26 feet and 8 inches, then North 40 degrees 37 minutes West 85 feet to the southerly side of an alley 13 feet and 6 inches wide, then with said alley, North 49 degrees 23 minutes East 37 feet and 2 inches to the intersection of the southerly side of said alley with the westerly side of a 15 foot alley leading to Gephart Drive, then South 33 degrees 35 minutes East 85 feet and $7\frac{1}{2}$ inches to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Robert Liebknecht and Mildred L. Liebknecht, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor's hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do

covenant that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George M. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagor, s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Six Thousand Seven Hundred Fifty & OO/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselvas and their heirs, personal representatives, do hereby covenant with the mortgagee as foliows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental ievies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of and

MI

LIBER 304 PAGE 313

premises and account therefor as the Court may direct; (4) that should the title to the herein mort-gaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgager 5 , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withens, the handsand seasof the said mortgagor s.

Attest: Helliam Harran Savence Reproved Micherhoff (SEAL)
Lawrence Reproved Dickerhoff

Mis Company See Nucle. Charles (SEAL)
Shirley Lee Dickerhoff

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 6 th day of May in the year nineteen hundred and footy Fifty-four ___, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lawrence Raymond Dickerhoff and Shirley Lee Dickerhoff, his wife, the said mortgagor s herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath In due form of law that he had the proper authority to make this affidavit as agent for the said mer to have

my hand and potential scale the day and year aforesaid. 16 hashley

A TON

1220 115220

C. A. A.

LIBER 304 PAGE 314

FILED AND RECORDED MAY 7" 1964 at 12:40 P.M.
This Mortgage, Made this 6 th day of May in the
year Nineteen Hundred and Forty Fifty-four by and between
Earl L. Athey and Rose Lee Athey, his wife,
of Allegany County, in the State of Maryland
part iesof the first part, hereinafter called mortgagors , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of ${\mathcal E}$
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:
Wibereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of
Two Thousand & 00/100 (\$2,000.00) Dollars,
which said sum the mortgagor s agree to repay in installments with interest thereon from
the date hereof, at the rate of 53 per cent. per annum, in the manner following:
By the payment of Thirty-eight & 20/100

By the payment of Thirty-eight & 20/100 - - - - (\$38.20) - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance. said principal sum. The granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property to wife. ing described property, to-wit:

All that piece, or parcel of land or ground situate, lying and being in Election District No. 23, Allegany County, Maryland, situated on the east side of the public road leading from the Mt. Pleasant Church to the Mason Road and . more particularly described as follows, to-wit:

Beginning at a White Oak tree on the east margin of the entrancs road leading to the three room frame dwelling house erected by the parties of the second part hereto on the land hereby conveyed and running then by new division lines as follows: South 602 degrees East 332.6 feet to a Locust Tree; North 29 degrees East 614 feet to a Sugar; North 56 degrees West 340 feet to a Locust; North 63 3/4 degrees West 163.5 feet to a post on the east margin of the Mt. Pleasant Road; then by said road South 16 degrees West 183 feet; South 222 degrees West 226 fest; South 182 degrees West 179 feet; South 12 degrees East 85 fest to the place of beginning; containing 6.478.acres.

Being the same property which was conveyed unto the parties of the first part by deed of Irene B. Ayers dated the 19th day of February, 1944 and recorded among the Land Records of Allsgamy County, Maryland in Liber No. 201, folio 611.

UBER 304 PAGE 315

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced , hall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do

covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

Eut in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall be an entired or not could be taken belong to pay the payment of all moneys owing under this mortgage, whether the same shall be an entired or not could be taken belong to pay the same shall be and mortgage.

have then matured or not; and as to the balance, to pay it over to the said mortgagora, their heirs or assigns, and in case of advertisement under the above power hut no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

Bito the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Two Thousand & 00/160 - - - (\$2000.00) - - - - Doilars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indehtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after defauit under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such defauit, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselvas and their heirs, personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before March 15th of each year tax receipts evidencing the payment of all lens for public improvements within ninety days after the same shall become due and payshie and to pay and discharge within ninety days after the same shall become due and payshie and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the huildings on said property in good condition of repair, the mortgage may demand the immediate repair of said hulldings or an increase in the amount of security, or the immediate repayment of the deht hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the hoider of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without

LIBER 304 PAGE 31.6

the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Wittings, the handsand sealsof the said mortgagors.

state of Maryland,	Rose Lee	Lee Othey Athey	(SEAL)
Allegany County, to-	rit:		
I hereby certify, T	nat on this 6 +4 day	of Nay	
the year nineteen hundred and ± Notary Public of the State of Ma	oty Fifty-four	, before me,	the subscriber,
Earl L. Athey and Ro	se Lee Athey, his wife,		
e said mortgagors herein and a d deed; and at the same time be	they acknowledged the afor	regoing mortgage to	betheir act
torney und ugent for the within nsideration in said mortgage is tr due form of law that he had the	named mortgagee and made ue and bona fide as therein s	oath in due form of et forth, and did furt	law, that the
rivagee.	*	an age	it for the said
Chargerin Char	ial Sual the day and year af	oresaid.	
/	in, i iyin		

1

The St. Legge acty City

PILED AND RECORDED MAY 7" 1954 at 12:40 P.M.

This Mortgage, Made this 5th day of May	in the
year Nineteen Hundred and Bassigs. Pl.ft.y=four by and between	
Paul M. Glime and Incy M. Glime, his wife.	The state of the s

LIBER 304 PAGE 31.7

of allegany County, in the State of Maryland

part 122 of the first part, hereinafter called mortgagor 2 , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Three Thousand Six Hundred Forty & 00/100 -- - - (\$3640.00) - -- - Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the state of 42 per cent, per annum, in the manner following:

By the payment of Forty-five & 00/100 - - - (245.00) - - - Dollars, on of before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be computed by the calendar month, and the said installment payment of as be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rout, five and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestial principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor \$\mathbf{s}\$ do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

55 HUIDAS

all that lot or carcel of ground situated in the City of Cumberland, allegeny County, Maryland, shown and described as Lot No. 98 on "Amended Plat" of the properties of the Cumberland Homes Commany, Incorporated, Kelly-Corinafield like Company, et al, dated September 15, 1923, and more particularly described as follows, to-wit:

Beginning for the same on Berhart Drive at its intersection with a 10 foot alley, and then North 34 degrees 12 minutes East 39 feet, thenleaving Berhart Drive North 55 degrees 48 minutes West 100 feet to a 15 foot alley, then with said alley South 34 degrees 12 minutes West 39 feet to the aforesaid 10 foot alley, then with said alley South 55 degrees 48 minutes East 100 feet to the place of beginning.

Being a part of the property conveyed by Arthur W. Kichelberger and Elizabeth J. Eichelberger, his wife, to Paul W. Glime and Lucy M. Glime, his wife, by deed dated the 29th day of September, 1947, and which is recorded among the Land Records of Allegany County, Maryland in Liber No. 217, folio 389.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Conriher with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un have and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as msy be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagor, , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Six Hundred Forty & 00/100 - - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and Interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagee's written consent, or should the same be encumbered by the mortgagor s , their

the mortgagee's written consent, or should the same be encumbered by the mortgagers , their. heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Attention the handsand seabof the said mortgagor s.

Attention of the said mortgagor s.

Attention of

State of Maryland, Allegany County, to-wit:

I beneates assisted - 514
I hereby certify, That on this 5 14 day of Ney
in the year nineteen hundred and farty. Fifty-four , before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Paul W. Glime and Lucy M. Glime, his wife,
the said mortgagor s herein and they acknowledged the aforegoing mortgage to betheir ac
and deed; and at the same time before me also personally appeared George W. Legge
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said

WITNESS my hand and Notarial Scal the day and year aforesaid.

FILED AND RECORDED MAY 7" 1954 at 3:00 P.M.

This Mortgage, Made this

Sevento

day of

May

in the year nineteen hundred and

fifty-four

, by and between

Mabel E. Burkhart and Earl E. Burkhart, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Mabel E. Burkhart and Earl E. Burkhart, her husband, stand indebted unto the said The Liberty Trust Company in the just and full sum of Seventeen Hundred Fifty (\$1750.00) - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (65) per centum per annum, payable quarterly as it accrues,

at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Mabel E. Burkhart and Earl E. Burkhart, her husband,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground, together with the improvements thereon, situate, lying and being in the City of Cumberland, Allegany County, Maryland, known as Lot No. 5 of Springdale Addition and particularly described as a whole as follows:

BEGINNING at a point on the West side of Springdale Street, said point being also the beginning point of a deed to John Reuschel recorded among the Land Recordsof Allegany County in Liber No. 53, folio 37, and running with said Springdale Street, North 15 degrees East 48.5 feet, then North 75 degrees West 100 feet to a 12-foot alley, then with said alley, South 15 degrees West 48.5 feet, then South 75 degrees East 100 feet to the place of beginning.

It being the same property which was conveyed unto Mabel E. Wageley, widow, by George E. Fisher and wife, by deed dated April 13, 1943, and recorded in Liber No. 195, folio 695, one of the Land Records of Allegany County. The said Mabel E. Wageley has since intermarried with Earl E. Burkhart and is now Mabel E. Burkhart.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seventeen Hundred Fifty - - - - Doilars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in

Sec. 1

manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seventeen Hundred Fifty (\$1750.00) - - - - Doliars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to Inure to the benefit of the mortgagee, Its successors, or assigns, to the extent of its or their lien or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several helrs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of sald mortgagor.

ATTEST:

Mabel E. Burkhart (SEAL)

James Michorley

Earl E. Burkhart (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7th day of May

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Mabel E. Burkhart and Earl E. Burkhart, her husband, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M Forte Notary Pholio

Sec. 1.

Ulbercas, the said Lloyd C. Broadwater and Martha M. Broadwater, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of FOUR THOUSAND (\$4000.00) DOLLARS, as evidenced by their joint and several, negotiable, promissory note, of even date herewith, for said sum of FOUR THOUSAND (\$4000.00), payable on demand to the order of said FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said Bank, and to be repaid in sums of not less than FORTY-FIVE (\$45.00) DOLLARS per month until the entire amount of principal and interest of said note has been fully paid; to secure the payment of which said sum of FOUR THOUSAND (\$4000.00) DOLLARS, with interest as aforesaid, these presents are executed;

FIRST: All that oertain lot or piece of land being part of a tracknown as the Seigler Farm, bounded and described as follows, to wit: BEGINNING at a stake in the Sixth line of Lot No. 11 and cerner to No. 18, thence with No. 11 in part North 27 degrees 36' West 161.3 feet to a stake, a corner to No. 11, reference North 622 degrees West 10 feet to a beech tree; thence South 66 degrees West 358 feet to a stake; thence South 37 degrees 35' East 160 feet to a corner to No.18 and with second line of same reversed North 562 degrees East 307 feet to the place of beginning, containing 1.20 acres of land; being the same property which was conveyed unto Myrtle Smith by Deed from

William Smith Smith and wife, dated March 10th, 1906, and recorded among the Land Records of Allegany County, Maryland, in Liber Fo. 98, folio 461; and

SECOND: All that certain lot or piece of land known as Lot No. 11 in Military Lot No. 3745, in the County of Allegany, Maryland, being part of the Seigler Farm, and BEGINNING at a stake a corner to Lot No. 10 thence with the Western limit of County Road North 542 degrees West 153 feet; thence North 63 degrees 12' West 143 feet; thence North Forty degrees 50' West 56 feet to a stake; thence leaving said County Road South 56 degrees West 160 feet to a stake (reference North 522 degrees West 10 feet to a beech tree); thence South 27 degrees 36' East 327 feet to a stake, a corner to Lot No. 10, and with the third line of same reversed North 552 degrees East 326 fee to the place of beginning containing 1.79 acres of land; being the same property which was conveyed to Myrtle Smith by Deed from Wilson D. Althouse et ux, dated September 2nd, 1904, and recorded among the Land Records of said Allegany County in Liber No. 98, folio 458; and

THIRD: All that certain real estate situated in Allegany County, Maryland, being part of a tract known as the Seigler Farm, and described as follows: BEGINNING at a stake at the corner of Lots Nos. 18, 11, 17 and 10 and running thence North 27 degrees 36' West 165 feet to a stake at the corner of the first line of Lot No. 19, and thence South 56 degrees 15' West 321 feet, being the fourth line of Lot No.19 reversed, and thence running South 21 degrees 30' East174 feet to the corner of Lot No. 17, and then running North 56 degrees 40' East 348 feet, being line No. 3 of Lot No. 17 reversed to the beginning; containing 1.24 of an acre, more or less; being the same property which was conveyed to Myrtle Smith by Deed from Fernando C. Michaels et ux, dated September 10th, 1908, and recorded among the Land Records of said Allegany County in Liber No. 113, folio 654;

The above three parcels of land, containing 4.23 acres, more or less, being the same property which was conveyed unto the said parties of the first part by Harman J. Broadwater and Anna B. Broadwater, his wife, by Deed, dated April 20th, 1954, and to be recorded among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage, and this Mortgage is subject to the reservation and exception of coal and other minerals as set forth in said Deed and prior Deeds forthe same, to all of which said Deeds reference is hereby specially made for a more definite description of said property, reservations, privileges and restrictions.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Lloyd C. Broadwater and Martha M. Broadwater, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

THE FIRST NATIONAL BANK, OF PIEDMONT, PAST VIRGIBIA, 118 SUCCESSORS

Harry K. Drane, its. --his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary. and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or nasigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Lloyd C. Broadwater and Martha M. Broadwater, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor B. their representatives, heirs or assigns, And the said Lloyd C. Broadwater and Martha M. Broadwater, his wife, parties of the first part, ----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or 1ts successors or ----assigns, the improvements on the hereby mortgaged land to the amount of at least -----Four thousand (\$4000.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee . Its successors KAK or assigns, to the extent of 1ts or ------ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt... Mitness, the hand and seal of said mortgagors Attest: Bunail Maylung of Lloyd C Bored water [SEAL] STITE OF WEST VIRGINIA, MINERAL COUNTY, TO WILL I hereby rertify. That on this TH day of April, in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maximum in and for said County, personally appeared Lloyd C. Broadwater and Martha M. Broadwater, his wife, ----acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared J. B. Determan, Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA. the within named mortgagee, and made oath in due form of law, that the consideration in said and bona fide as therein set for forth. hand and Notarial Seal the day and year aforesaid. Burnel Maylenne Of Poblic

10 Milyer Keyper A Us.

FILED AND RECORDED MAY 8" 1954 at 8:30 A.M.
PURCHASE MONEY MONTGAGE.
Otice Dittil Higher, Made this day of
in the year Nineteen Hundred and Fifty Four , by and between Irene A. Brown and Charles E. Brown, her husband, hereinafter called Mortgapors, which expression shall include their heirs, personal representatives, successors and available their heirs, personal
representatives, successors and assigns, where the context so admits requires,
of AlleganyCounty, in the State of Maryland
part 105 of the first part, and THE NATIONAL MANK OF KEYOPR, W. VA. A corp
ration, hereinafter called Mortgagee, which expression shall include its personal representatives, successors and assistant, where the sonte so admits or requires,
of Mineral County, in the State of Net Virginia
part y of the second part, WITNESSETH:
part, WIINESSEIN;
Whereas, The said Mortgagors now stand indebted unto the said
Mortgagee in the full and just sum of SIX HUNDRED (\$600.00) DOLLARD
as evidenced by their promissory note of even date herewith, payable
on demand after date with interest from date at the rate of Six (6)
per centum per annum, and on the face of which note is the following
"A minimum of \$20.00 to be paid on this note each month, but notwith-
standing the balance due on the note with interest may be called
at any time?. And which note is also signed by Marvin M. wheetz
and Naomi H. Sheetz.
How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Irene A. Brown and Charles E. Brown
her husband,
do here by give, grant, bargain and seil, convey, release and confirm unto the said

do hereby give, grant, bargain and seil, convey, release and confirm unto the said

The National Bank of Koyser, West Virginia, a corporation, its
successors,
thuirk and assigns, the following property, to-wit:

The following described real estate situate in McCoole, Allegany County, Maryland.

LOT NUMBER 4, as designated on a plat of a part of Ira B. Duckworth's real estate at said McCoole, and the said Lot No. 4 has a frontage of 50 feet on Queen Street, one of the Streets designated on said plat, and extends back s distance of 196 feet to an alley.

Being the same lot conveyed to Irene A.Brown and Charles E.

USER 304 PAGE 326

Brown, her husband, by deed dated the 9th day of April, 1954 from William M.Markwood, and others, and which deed is to be recorded in the office of the Clerk of the County Court of Allegany County, Maryland prior to the recording of this mortgage.

ALSO, a certain lot or parcel of real estate lying in the town or village of McCoole, Maryland, known and numbered as Lot No. 5 facing on Queen Street fifty (50) feet, and running back the same width to an alley, adjoining the west side of Lot Number 4.

Being the same lot or parcel of land conveyed to Irene A. Frown and Charles E. Brown, her husband, as tenants by the entireties, by deed dated the 7th day of April, 1954 from Clara L. Rolinson, and others, and which deed is to be recorded in the office of the Clerk of the County Court of Allegany County, Maryland, prior to the recordation of this hortgage.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Irene A. Brown and Charles E.Brown, her husband, their heirs, executors, administrators or assigns, do and shall pay to the said. The National Bank of Keyser, W. Va. a corporation, its successors exercises a sum of Six Hundred (\$600.00). DOLLARS, in samer and form as hereinbefore provided, and the monthly payments of \$20.00 as herein set forth.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Ind it is Egreed that until default be made in the premises, the said

Irene A.Brown and Charles E.Brown, her husband, their heirs, personal representatives or

assigns.

may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said trene A.Brown and Charles E.Brown,

her husband,

24 F

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said. The National

Bank of Keyser, West Virginia, a corporation, its personal representatives

successors ... James H. Swadley, Jr.,

his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sald sale sale be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Irone A. Brown and Charle

LEER 304 MGE 327

E. Brown, their	172894 FIRE DE 24450-5 S 500
in case of advertisement under the above power but no sale,	heirs or assigns, and
shall be allowed and paid by the mortgagor 5 their	representatives, heirs or assigns,
End the said Irene A. Brown and Charles	E.Brown, her humband, kneir
paracaat rearrandantactore,	
insure forthwith, and pending the existence of this mortgage, t	further covenant to
Company or companies acceptable to the mortgagee or	personal represent twee,
assigns, the improvements on the hereby mortgaged land to the	amount of at least
Six Bundred	- Dollers
and to cause the policy or policies issued therefor to be so frac-	ned or endorsed, as in case of fires,
to haure to the benefit of the mortgagee . The guns encora-	
of their lies or claim here	under, and to place such policy or
policies furthwith in possession of the mortgagee , or the mor	tgagee may effect said insurance
and collect the premiums thereon with interest as part of the	nortgage debt
Mitness, the hand and seal of said mortgagor	
Attort:	
TO'	- P
Vren	Ca Brown [SEAL]
willed C The Clark	Folio A. Sriwn
The same	Charles E. drown [SEAL]
THE NALIONAL NAME	OF KRYSH ,W. VA. [SEAL]
a corporation,	,,,,,,,
1.000	(SEAL)
Y BY JOB E	latinet!
coseph A.Pate	hett, its Prosident.
Adiegany County, to-wit:	
I hereby certify. That on this 26 th	day of April
in the year nineteen Hundred and Fifty four	. before me, the subscriber.
a Notary Public of the State of Maryland, in and for said Cour	ity, personally appeared Impro-
mortisage above, and being the within named me	names gas algored to the
	mtgagora,
and did acknowledged the aforegoing mortgage to be	her
set and deed; and at the same time before me also personally ap	praced Joseph E.Patchett.
President of the Mational Bank of Keyser, W.	Va., a corporation.
AV AX23 (45)	
the within named mortgagee, and made oath in due form of lav	v, that the consideration in said
response is true and bona fide as therein set for forth.)
. 1	
AFITNESS Land and N	Account to
ATTNESS my hand and Notarial Seal the day and year afo	resaid.
My Sommission expires Ahre 1964	000
	dance
The same of the sa	Notary Public.
State of Ohio,	
County of Garabona, to-wit	
	March State of the Party of the
I HEREBY CERTIFY that on thi	a 28 day of This
1954, before me, the subscriber a Notary	Public of the State

of Ohio, in and for said County, personally appeared Charles E. Brown, husband of Irene A.Brown, and being one of the mertgagors, whose name is signed to the wortgage above, and acknowledged the aforegoing mortgage to be his act and deed.

Witness my hand and Notarial Seal the day and year aforesaid.

My commission expires farman 1st 1956

ENGIARD C. LOPEZ, June of the Myst. - musion Espiren Jan. 1, 19 🐔

aucew. 10 Mtgue City May 2

FILED AND RECORDED MAY 8" 1954 at 9:50 A.M. PURCHASE MONEY #

	UI	ITH/	muri	gage,	Made	this	7 =	127 2011
day	of	May,	in t	he year ni	neteen	hundre	d and	fifty-four
By	and 1	Betwee	en RICH	ARD L. K	LAVUH	W and	MARGARET J	KIAVUHN, his

wife, ---of Allegany County, in the State of Maryland parties of the first part, and THE ALLEGANY BUILDING, LOAN AND SAVINGS COMPANY, of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Witnesseth: Wibereas, the said parties of the first part, being m members of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance or loan of Thirty-fixe. Hundred and 00/100 - - dollars, on their thirty (10) shares, class "9" stock upon condition that a good and effectual mortgage. be executed by the said Parties of the first part ----to said body corporate, to secure the payment of the sums of money at the times and in the manner hereinaster mentioned, and the performance of and compliance; with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part.

How Therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part

bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all that lot or parcel of land situated on the South side of Greene Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

end of 75 feet on the fourth line of a parcel of land conveyed by Althea M. Devecmon to Sarah M. Swan by a deed dated May 22, 1873, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 39, folio 1, said point being the end of the first line of the lot heretofore conveyed by Ferdinand Williams to William E. Burke and wife; and running thence with part of said fourth line and with said South side of said Greene Street, North 712 degrees West 50 feet; thence parallel with the third line of said Devecmon-Swan parcel of land, South 222 degrees West 295 feet to a point in the second line of said Devecmon-Swan parcel of land; South 792 degrees East 50 feet to the end of the second line, South 792 degrees East 50 feet to the place of beginning.

IT BEING the same property conveyed unto the said Richard L. Klavuhn, et ux., by The Allegany Building, Loan and Savings Company of Cumberland, Maryland, by a deed of even date herewith, intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage which is given to secure a portion of the purchase price paid by the mortgagor parties hereto for said property.

Cogether with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining.

To have and to bold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

hereby convenant and agree with the said, The Allegany Building Loan and Soving

Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say: FIRST. To pay to the said Corporation, its successors or assigns, the said principal sum of at the rate of on per annum, Thirty-five Hundred and 00/100 - - - - dellars with interest thereon / payable in monthly payments of not less than \$ 35.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in June 1954. at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland. SECOND. To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt which have been or may be hereafter levied or chorged on said property and debt, when and as the same may be payable, and in default of such payment, the said mortgages may pay the same and charge such sum or sums against sail mortgage debt as part thereof, THIRD. To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgogee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five Hundred and 00/100 - - - m dollars and to cause the policy or policies issued theirefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgages. And in default of such insurance, the mortgages may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof. Provided, That if default should be made by the said parties of the first part, their heirs and assigns, -or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its assigns, or/ duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied. FIRST. To the payment of all expenses incident to such sale, including laxes and a commission of eight per cent, to the party selling or making such sale. SECOND. To the payment of all claims and demands of said mortgages, its successors or assigns nder, whether the same shall have been matured or not and the balance, if any, to be paid to the said assigns parties of the first part, their personal representatives, heirs and/ ...interest may appear, or to whosever may be entitled to the same. Unitness the hands and seals of the said partins of the first part hereto the day and year first hereinbefore written. Test: Miles S. anile Richard L. KLAVUHN. Miles & anich margaret J. Hlaveln State of Maryland, Allegany County, to-wit: 1 Hereby Certify, That on this ... _day of ___May.

before me, the subscriber

in the year nineteen hundred and many fifty-four.

a Notary Public of the State of Maryland in and for Allegany County, personally appeared

Richard L. Klavuhn and Margaret J. Klavuhn, his wife,

acknowledged the aforegoing mortgage to be their respective act: And at the same time before me also personally appeared Arthur H. Amick, Secretary and Agent of the within named mortgagee, and made oath in due form of law that the consideration

mentioned in the aforegoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year aforesaid.

FILED AND CURDED MAY 8" 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 7th.	day of	May, 1954	10	nd between
Arthur BCLLEN and	Mary Bollen,	his wife,	ay a	nd between

of FFL ., Frontburg, Allegany County , in the State of Maryland, Mortgagor B , and THE STORY IT SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor = 6.Ft justly indebted unto the Mortgages in the full and just sum of Fight Fundred Twenty-rine - - - - - - - 10/0.

18 06 9 . 20 which is to be report in the connecut the date hereof at the office of the said Mortgages muccurive monthly installments of \$ 40.10 each, beginning one month from

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the gor in the sent assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that let of gr

and premises located in Allegeny tounty, Maryland, near the village of Finrel A part, or parts of Military Lots 501, 502 and 505

and more fully described in a Deed from JGGO; h E. CLARK and Anna Bell Clark April 30, 19.3 recorded smong Land Records of Allegary County , Liber 145 Pollo -14

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and salvantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS HANK OF FROSTRUBG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, for course to be paid to the said Mortgages 5. LIGLY here, excutors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgages, its successors and assigns the aforesaid indebtedness, together with the interest therein as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein an part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Marigagor 5. may retain possession of the mortgaged sporty upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and crest thereon said Mortgagor 1. hereby revenant — to pay when legally demandable.

AND, the said Mortgagor D further covenant to keep the improvements on the said mortgaged property fully insured lose by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some sy acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said properly, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sais shall be made as follows: By giving at least twenty days notice of the time, place, manner and terms of sais in some newspaper published in Allegany County, Maryland, which sais shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sais, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shill have been matured or not; and as to the balance, to poy it over to the Mortgagor £ . the ir heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be puid by the Mortgagor £ . the ir representatives, heirs or assigns.

WITNESS CUIT hand 8 and seal 8

arthur Bolden

(SEAL)

ATTEST:

Raff M. Roca

Mary Bolden

(SEAL)

TIEER 304 PAGE 332 STATE OF MARYLAND, ALLEGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 7tl . day of 1214, 2,54 . 19_____, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared... Arthur Holden and Mary Bolden, his wife, he Muricagor a named in the aforegoing mortgage and, they acknowledged the aforegoing mortgage to be their act.

MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true

and as therein set forth. O. Five Kreiling. The as therein set forth, 2. Fir in AS WINES my hand and Notarial Seal. Julyh M. Face Notary Public Race Mitgel Freezburg Mid May 240 FILED AND RECUIDED MAY 10" 1954 at 10:20 A.M. This Mortgage, Made this 7th day of May in the year Nineteen Hundred and Fifty -four by and between JULIA I. SPATES, widow, and M. LOUISE SPATES, widow, of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF

FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the

Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Saving Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

TEN THOUSAND AND NO/100 - - - - - - - - - - - - Dollars (\$ 10,000.00) with interest at the rate of Five per centum (5 %) per annum, for which amount the said mortgager has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

One Hundred Twenty Six and 60/100-) commencing on the 7ht (\$126.60 day of June and on the 7th day, of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 7th day of May, 1962 , 195x . Privilege is reserved to prepay at

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

any time, without premium or fee, the entire indebtedness or any part thereof.

124

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that parcel or lot of ground lying and being in the Town of Frostburg, Allegany County and State of Maryland, and described as follows:

HEGINATED for the same at the Southeast corner of Jacob Jarrett's lot on the North side of the National Road, and running with the North side of said Road East-wardly towards the Roman Catholic Church in the Town of Frostburg sixty-eight feet and five inches (68° 5"), and then running in a Northerly direction one hundred and sixty-four reet (164°) to an alley at a point distant sixty-four feet (64°) from the Northeastern corner of said Jarrett's lot, and then with said alley sixty-four

(64') feet to the said Northeastern corner of said Jarrett's lot, and then in a Southerly direction with the Eastern side or boundary of said Jarrett's lot to the place of beginning.

BEING the same property which was conveyed to the said Julia I. Spates and M. Louise Spates by deed from The City Investment Company of Prostburg, Maryland, dated July 30, 1945 and recorded in Liber No. 204, rolio 596, one of the Land Records of Allegany County, Maryland. Special reference is hereby made to said deed for a further description of said real estate.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or

not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

TEN THOUSAND AND NO/100 - - - - - - (\$10,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgager hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

'f the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readiustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

Red M. Race GEAL)

Red M. Race M. LOUISE SPATES (SEAL)

Red M. Race M. Louise Spates (SEAL)

Red M. Race M. Louise Spates (SEAL)

(SEAL)

TIEER 304 PAGE 335

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:	
Hereby Certify, That on this 7th day of May in the year Nineteen	
Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared	
JULIA I. SPATES, widow, and M. LOUISE SPATES, widow,	
and each acknowledged the foregoing mortgage to be their respective— act; and at the same time, before me also personally appeared reasonally appe	
IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day	
and gar above written.	
COURT OF Notary Public	-
To be it dayse letty	
Tokke is kunger ally	aley
This Mortgage, Made this 7th day of May	
in the year Nineteen Hundred and Fifty-four by and between	ı
William M. Knight and Eileen R. Knight, his wife,	
of Allegany County, in the State of Maryland	
part las of the first part, and	
Howard T. Carolan and Mary E. Carolan, his wife,	
of Allegany County, in the State of Maryland	

Wibercas, the said parties of the first part are justly and bonafide indebted unto the said parties of the second part in the full and just sum of \$2300.00, and to secure the payment together with the interest thereon, when and as the same may become due and payable this mortgage is given.

And the said mortgagors further agree to pay to said mortgages the sum of \$400.00 within the period of six months from the date of this mortgage, and to say the remaining balance due thereon after the aforesaid payment of \$400.00, within a seriod of three years from the date of this mortgage.

This mort are is written for a term of three years from its date and after the expiration of said three years, if not baid, the mortgage shall continue in force under its terms and conditions as written until called by said mortgages, their heirs or assigns.

It is understood and agreed by the parties of this mortgage that the principal sum of said portgage debt shall bear interest at the rate of 4% per annumulaid interest to be chargeable monthly.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said <u>milliam M. Knight</u> and <u>Eilsen R.</u>

Enight, his wife,

do

W. L.

give, grant, bargain and sell, convey, release and confirm unto the said

Howard T. Carolan and Mary E. Carolan, his wife,

their heirs and assigns, the following property, to-wit:

minutes West 73.38 feet to the place of beginning.

All that lot, piece or parcel of ground lying and being on the southeasterly side of Bedford Street in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at the intersection of the Northeasterly side of Valentine Avenue and the Southeasterly side of Bedford Street, and running then with Valentine Avenue South 50 degrees 25 minutes East 112.71 feet to a 12 foot right-of-way, then with said right-of-way North 37 degrees 20 minutes East 73.38 feet, then North 50 degrees 25 minutes West 112.71 feet to the Southeasterly side of Bedford Street, and then with said street South 37 degrees 20

Being the same property which was conveyed unto the parties of the first part by deed of the parties of the second part, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said William M. Knight and Eileen R. Knight,

his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Howard T. Carolan and Mary E. Carolan, his wife, their

executors, administrators or assigns, the aforesaid sum of

Twenty-three Hundred & 00/100 - - - - - (\$2300.00) - - - - - -

together with the interest thereon, as and when the same shall become due and payable, and in

UBER 304 PAGE 337

the meantime do and shall perform all th	e covenants herein on their part to b
performed, then this mortgage shall be voi	
And it is Agreed that until def	ault be made in the premises, the said
William M. Knight and Eileen R. K	night, his wife,
the meantime, all taxes, assessments and p mortgage debt and interest thereon, the said	old and possess the aforesaid property, upon paying in bublic liens levied on said property, all which taxes, d. William M. Knight and Eileen R.
Knight, his wife,	
hereby covenant to pay when legally dem	an da ble.
then the entire mortgage debt intended to be	syment of the mortgage debt aforesaid, or of the in- y agreement, covenant or condition of this mortgage, see hereby secured shall at once become due and payable,
and these presents are hereby declared to b	e made in trust, and the said
Howard T. Carolan and Mary E. Car	olan, his wife, their
nis, her or their duly constituted attorney or time thereafter, to sell the property hereby and to grant and convey the same to the proor assigns; which sale shall be made in madays' notice of the time, place, manner and berland, Maryland, which said sale shall be from such sale to apply first to the payment taxes levied, and a commission of eight per to the payment of all moneys owing under matured or not; and as to the balance, to pay and Eileen R. Knight, his will in case of advertisement under the above p	agent, are hereby authorized and empowered, at any mortgaged or so much therof as may be necessary, urchaser or purchasers thereof, his, her or their heirs anner following to-wit: By giving at least twenty terms of sale in some newspaper published in Cumat public auction for cash, and the proceeds arising at of all expenses incident to such sale, including all cent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then by it over to the said william M. Knight Their heirs or assigns, and ower but no sale, one-half of the above commission a representatives, heirs or assigns.
Hnd the said William M. Kni	ght and Eileen R. Knight, his wife,
	further covenant to
_	of this mortgage, to keep insured by some insurance
company or companies acceptable to the mor	tgagees or their
assigns, the improvements on the nerecy mor	tgaged land to the amount of at least
and to cause the policy or policies issued the	(\$2300,00) Dollars,
	erefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagees,	5-0, 00 000000
of \$2300.00 their lie policies forthwith in possession of the mortga and collect the premiums thereon with inter	n or claim hereunder, and to place such policy or agee s, or the mortgagee may effect said insurance est as part of the mortgage debt.
Mitness, the handsand seabof said	
	THO LEAGUE OF
Milliam Horman	William M. Knight Silliam M. Knight Eileen R. Knight Eileen R. Knight [SEAL]
	Eileen R. Knight [SEAL]
	[SEAL]
•	[SEAL]

Allegany County, to-wit:	100
I hereby certify, That on this 7th day of May	
in the year Nineteen Hundred and Fifty-four ,, before me, the su	becriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared	
William M. Knight and Eileen R. Enight, his wife,	
and they acknowledged the aforegoing mortgage to be their	
act and deed; and at the same time before me also personally appeared. Howard T. Carr	olan
and Mary E. Carolan, his wife,	
the within named mortgagee and made oath in due form of law, that the consideration	in said
cortgage is true and bona fide as therein set forth,	
115	
WE THAT I WAS A STATE OF THE ST	
OVATALES my hand and Notarial Seal the day and year aforesaid.	10
Lynn G hastiles	
Taymu & yas week	1
Notary P	ublic.
ye years to more of	
Legge arty sky	
Ligge atty aty	
PURCHASE MONEY FILED AND RECORDED MAY 10#1954 at 1:55 P.M.	ı.
PURCHASE MONEY PURCHASE MONEY This And AECORDED MAY 10"1954 at 1:55 P.M.	
This Mortgage, Made this 7th day of May	in the
This Mortgage, Made this 7th day of May	
PURCHASE MONEY This Martnage, Made this 7th day of May year Nineteen Hundred and Forty Fifty-four by and between Richard E. Shelton and Ethelyne W. Shelton, his wife,	
PURCHASE MONEY This Mortgage, Made this 7th day of May year Nineteen Hundred and Forty Fifty-four by and between	_in the

America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

Whereus, the said mortgagee has this day loaned to the said mortgagor s , the sum of Nine Thousand & 00/100 - - - - - (\$9000.00) - - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

WITNESSETH:

the date hereof, at the date of 52 per cent. per annum, in the manner following:

By the payment of Sixty-one & 91/100 - - - (561.91) - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgager in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

all those lots, pieces or parcels of ground lying and being on the southeasterly side of Frederick Street known and designated as part of Lots Nos. 128 and 129 in Gephart's Bedford Road Addition to Cumberland, allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 32 one of the Plat Records of allegany County, Maryland, which said parcels are more particularly described as follows, to-wit:

Beginning for the same at a point on the southeasterly side of Frederick Str et at the end of the first line of Lot No. 127 in said addition, and running then with said street North 41 degrees 5 minutes East 66 feet, then South 48 degrees 55 minutes East 90 feet to the end of the second line of the deed from Robert T. Powell to Stanley J. Brenneman et ux dated July 14, 1953, which is recorded in Liber 251, folio 403 one of the Land Records of Allegany County, Maryland, and then reversing said second line (corrected) South 41 degrees 5 minutes Nest 66 feet to a point on the second line of said Lot No. 127 and then with part of said second line reversed North 48 degrees 55 minutes Nest 90 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Robert T. Powell and Ethel H. Powell, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness,

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On have and in hald the above described iand and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

ontheir part to be performed, then this mortgage shall be void.

And it is Agrred that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said matured.

have then matured or not; and as to the balance, to pay it over to the said mortgagors. their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors. their representatives, heirs or assigns.

And the said mortgagor, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand & 00/100 - - - - (\$9000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

At d the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

in consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreciose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreciose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgage property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagor's written consent, or should the same be encumbered by the mortgagor's . their

the mortgagee's written consent, or should the same be encumbered by the mortgagers, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Tittess, the handsand seasof the said mortgagor s.

Attest: MilliamHarman	8:1 ned119
·	Richard E. Shelton (SEAL) Sthelyne W. Shelton (SEAL)
	(SEAL)
	(SEAL)

UBER 304 PAGE 341

State of Maryland, Allegany County, to-wit:

> The straight arty by thought are the

Pecaro Secono

FILED AND RECORDED MAY 10" 1954 at 1:55 P.M.

This Mortgage, Made this 7th day of May in the year Nineteen Hundred and Fifty-four, by and between

Richard E. Shelton and Ethelyne W. Shelton, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and

Robert T. Powell and Ethel H. Powell, his wife,

of Allegany County, in the State of Maryland

part les of the second part, WITNESSETH:

Wiberers, the parties of the first part are indebted unto the parties of the second part in the principal sum of \$3750.00 to be repaid with interest at the rate of 5 1/2% per annum computed monthly on unpaid balances, said indebtedness to be amortized by the payment of at least \$30.68 per month on principal and the interest accruing thereon, the first monthly payment being due and rayable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being applied first to the accrued interest and the balance unto the principal to secure which said principal together with the interest accruing thereon these presents are executed.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Richard R. Shelton and Ethelyne d.

helt m, his wife.

give, grant, bargain and sell, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit:

"all those lots, pieces or purcels of ground lying and being on the southeasterly sile of Frederick Treet known and designated as part of Jots Nos.

128 and 129 in Dephart's Bedford Road addition to Cumberland, Allegany County,
Maryland, a plat of which said addition is recorded in Liber 1, folio 32 one of the Slat ecords of allegany County, Maryland, which said parcels are more particularly described as follows, to-wit:

Erginning for the same at a point on the southeasterly side of Frederick Street at the end of the first line of Lot No. 127 in said addition, and running then with said street North 41 degrees 5 minutes East 66 feet, then South 48 degrees 55 minutes East 90 feet to the end of the second line of the deed from Robert T. Powell to Stanley J. Brenneman et ux dated July 14, 1953, which is recorded in Liber 251, folio 403 one of the Land Records of Allegany County, Maryland, and then reversing said second line (corrected) South 41 degrees 5 minutes West 66 feet to a point on the second line of said Lot No. 127 and then with part of said second line reversed North 48 degrees 55 minutes West 90 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of the parties of the second part, of even date, which is intended to recorded among the Land Records of Allegany County, Maryland, just prior to the recording of these presents.

This is a second mortgage and is subject to the lien of the first mortgage from Richard E. Shelton et ux to the First Federal Savings and Loan association of Cumberland, of even date, which is intended to be recorded among the Mortgage Records of Allegany County, Maryland, just prior to the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Richard E. Shelton and Ethelyne W. Shelton,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Robert T. Powell and Ethel H. Powell, his wife, their

HERR 304 PAGE 343

executors , administrators or assigns, the aforesaid sum of

Three Thousand Seven Hundred Fifty & CO/100 - - - (\$3750.00) Dollars

	(1)
together with the interest thereon, as and	when the same shall become due and payable, and in
the meantime do and shall perform all the	he covenants herein on their part to be
performed, then this mortgage shall be vo	
And it is Agreed that until de	efault be made in the premises, the said
	yme W. Chelton, his wife,
may }	hold and possess the aforesaid property, upon paying in
	public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the sa	wid Richard E. Chelton and Ethelyne
. Shelton, his wife,	
hereby covenant to pay when legally den	mandable.
terest thereon, in whole or in part, or in a then the entire mortgage debt intended to	payment of the mortgage debt aforesaid, or of the in- any agreement, covenant or condition of this mortgage, be hereby secured shall at once become due and payable,
	be made in trust, and the said
Robert T. Powell and Ethel I	H. Powell, his wife, their
his, her or their duly constituted attorney of time thereafter, to sell the property hereby	s, or Harry I. Stegmaier or agent, are hereby authorized and empowered, at any y mortgaged or so much therof as may be necessary, purchaser or purchasers thereof, his, her or their heirs
from such sale to apply first to the payme taxes levied, and a commission of eight per to the payment of all moneys owing under matured or not; and as to the balance, to perfect the lyne W. Shelton, his wife, ln case of advertisement under the above	e at public auction for cash, and the proceeds arising ent of all expenses incident to such sale, including all r cent. to the party seiling or making said sale; secondly, r this mortgage, whether the same shall have been then pay it over to the said Richard E. Shelton and their heirs or assigns, and power but no sale, one-half of the above commission or their representatives, heirs or assigns.
End the said Richard E. She	ulton and Ethelyne W. Shelton, his wife,
	further covenant to
insure forthwith, and pending the existence	e of this mortgage, to keep insured by some insurance
Company or companies acceptable to the m	
assigns, the improvements on the hereby m	
	ty & $00/100 (\$3750.00) Dollars$, therefor to be so framed or endorsed, as in case of fires,
	their heirs or assigns, to the extent
	r iien or claim hereunder, and to place such policy or
and collect the premiums thereon with inte	gagees, or the mortgageesmay effect said insurance
Hittess, the handsand sealof said	i mortgagors.
Attest: Kulliant/Harman	piden E. Alla (SEAL)
	Ethelms W. Shelton [SEAL]
	[SEAL]
	[SEAL]
The state of the s	Charles and the second

UBER 304 PAGE 344

State of Maryland, Allegang County, to-mit:

I hereby certify, That on this 7th day of May in the year nineteen Hundred and Fifty -four . before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared lichard E. Shelton and Ethelyne V. Shelton, his wife.

acknowledged the aforegoing cortgage to be act and deed; and at the same time before me also personally appeared Robert T. Powell and Fthel H. Powell, his wife,

the within named mortgagee, and made oath in due form of law, that the consideration in said onorigage is true and bona fide as therein set for forth.

Down DES my hand and Notarial Seal the day and year aforesaid.

Compared and Maike Delivered To Mitgel City

FILED AND RECORDED MAY 11" 1954 at 9:00 A.M.

This Mortgage, Made this

10 th

day of

, by and between

in the year nineteen hundred and fifty-four

Glenn Edward McGill and Hazel R. McGill, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryiand, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Glenn Edward McGill and Hazel R. McGill, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fourteen Hundred Fifty (\$1450.00) - - - - - - - payable to the order of the said The Liberty Trust Company, one year after date with interest from

date at the rate of S1x (6f) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on _____June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Glern Edward McGill and Hazel R. McGill, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground, situated and lying to-wit:

BEGINNING at a point on the County Road leading from the beginning of the lot of ground conveyed to Edward G. McGill by the Councildation Joal Company of Allegany County, Maryland, and also on the Sixth line of the lot described in said deed, and running along and Road, South 45 degrees and 24 minutes West 55% feet to a stake; then North 45 degrees and 15 minutes West 120 feet to a stake; then North 45 degrees and 24 minutes East 120 feet to a stake, then South 45 degrees and 15 minutes East 120 feet to be stake.

It being the same property which was conveyed unto the said Mortgagors by Edward G. McCill and wife, by deed dated the 29th tay of Cotober, 1918, and recorded in Liber No. 125, folio 499, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fourteen Pundred Fifty (\$1450.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the

purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgayee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Faurteen Hundred F'fty (\$1450.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

I lenn Edward Mid U Hazel Rm - sell

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10 the day of

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Glenn Edward McGill and Hazel R. McGill, his wife,

and acknowledged, the foregoing mortgage to be their each

deed; and at the same time, before me, also personally appeared Charles A. Fiper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Arrley Public

uera 304 mar 347

Compared and Mailed Believer To Mitge Freedery Ms. 19 54

FILED AND ...CONDED MAY 11" 1954 at 4:00 P.M.

This Mortgage, Made this 10 th day of April MAY in the year Nineteen Hundred and fifty-four

\$ 70. *AY 12 796

Mary St.

(4) (4)

PORREST G. WEBSTER and NORMA H. WEBSTER, his wife

County, in the State of

Maryland

14014 part les of the first part, and FRONTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States

of America

ax Frestburg, Allegany County, in the State of Maryland

of the second part, WITNESSETH;

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

FORTY-TWO HUNDRED- - - - - - - - - - - - - - - - - 00/100 (\$4200.00) DOLLARS,

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also sexure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-emeted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof. together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part . 1ts successors | New and assigns, the following property, to-wit:

ALL that piece or parcel of ground situated in Election District No. 18 and on the northerly side of the Vale Summit-Midland Road in Allegany County, Maryland, it being a part of a seven acre tract which was conveyed to Arthur G. Clise, et ux, by deed of the Federal Land Bank of Baltimore, dated November 6, 1940, and recorded in Liber No. 188, folio 648, of the Land Records of Allegany County, Maryland, and more particularly described as follows: (Magnetic courses as of March, 1948, reduced to vernier readings and horizontal distances being used throughout).

BEGINNING for the same at a stake standing on the northerly limits of the Vale Summit-Midland Road, and at the end of 49.5 feet on the 16th line of a tract of land called "Commonwealth," said stake being also the beginning of the aforesaid seven acre tract and running thence with the northerly limits of said road and the first line of the whole seven acre tract (course corrected so as to follow road) South sixty degrees nine minutes West two hundred sixty four feet to a stake, thence with part of the 2nd line of the whole lot (with an allowance of one degree forty eight minutes for magnetic variation) and still with the aforesaid road South sixty seven degrees forty eight minutes West one hundred ninety three feet to a stake, thence leaving said road and running across the whole lot North twenty eight degrees twenty minutes West two hundred and twenty five hundredths feet to a stake standing at the end of six hundred loth line of "Commonwealth," thence with said line with an allowance of one degree forty eight minutes for magnetic variation, North five tenths feet to the beginning, containing 1.126 acres more or less.

UBER 304 PAGE 348

The premises herein intended to be conveyed fronts 457 feet on the Vale Summit Road and extends northward from said road to the back line of the whole tract.

IT being the same property which was conveyed by Arthur G. Clise and his wife to Forrest G. Webster and his wife, by deed dated April 1, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 220 , folio 513

Ungether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Agreed that until default be made in the premises, the said parties—of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties—of the first part hereby eovenant—to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors

cobey, carscaden and gilchrist its, his, her or their duly constituted attorneys or agents are hereby nuthorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over

to the said part 128 of the first part, their heirs, or assigns, and in case of ndvertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors or acceptable to the mortgagee or its/assigns, the improvements on the hereby mortgaged land to the amount of at least FORTY-TWO HUNDRED - - -00/100 (\$1200.00) - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors designs, to the extent of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Witness: (as to Bath)

Rath m. Jald

FORREST G. WEBSTER [Seal]

Norma N. Stelester Seal]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 10 the day of April May	
in the year nineteen hundred and fifty-four , before me, the subscrib-	er
a Notary Public of the State of Maryland, in and for said County, personally appeared	
FORREST G. WEBSTER and NORMA H. WEBSTER, his wife	
and each acknowledged the aforegoing mortgage to be their respective	_
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG	
Cashier of the Frostburg National Bank,	
the within named mortgagee and made oath in due form of law, that the consideration in said	
mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg Turther made oath that he is the Cashier and agent of the within named mortgages and duly authorized by it to make this affidavit.	g
WINESS my hand and Notarial Seal the day and year aforesaid.	
Faith m Joac	
Notary Public	•

Company and leave &

FILED AND RECORDED MAY 11" 1954 at 12:30 P.M.

this Mortgage, Made this 10" day of Moy	in the
ar Nineteen Hundred and fifty -four by and between	/
Charles H. Miller and Margaret M. Miller, his wife,	1
	- 6

of Allegany County, in the State of Maryland, part 108 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thereas, the said mortgages has this day loaned to the said mortgagors, the sum of Twenty-four Hundred & 00/100 - - - - (\$2400.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of Twenty-eix & 05/100 - - (\$26.05) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following the said property, to-wit:

All that lot or parcel of land situated on Pulaski

Street in the City of Cumberland known and designated as Lot No.

28 in Fairview Addition to the City of Cumberland, a plat of which
is recorded among the Land Records of Allegany County, Maryland in
Liber No. 97, folio 203, and which said lot is more particularly
described as follows, to-wit:

BEGINNING for the same on the westerly side of Pulaski Street in said Addition at the end of the first line of Lot No. 27 and running then with Pulaski Street North 20 degrees 35 minutes East 30 feet, then North 69 degrees 25 minutes West 100 feet to an alley, then with it South 20 degrees 35 minutes West 30 feet to the end of the second line of Lot No. 27, and then with it reversed South 69 degrees 25 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Margaret A. Condon, unmarried, and Angela M. Condon, unmarried, dated the 27th day of April, 1953, and recorded among the Land Records of Allegany County, Maryland in Liber No. 249, folio 323.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do

25 F

UBER 304 PAGE 351

covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein outhelr part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then mutured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-hulf of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Twenty-four Hundred & 00/100 = - (\$2400.00) = - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or fulling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgages, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagers to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgage, immediately numture the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and npply for the appointment of a receiver, as hereininfter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs and personnl representatives and assigns, without the mortgagee's wri

Hitness, the handsand seal of said mortgagors .

Attest:
Villiam Harman

Charles H. Milver Helles [SEAL]

Margaret M. Hiller [SEAL]

Hargaret M. Hiller

[SEAL]

day of May

_, before me, the subscriber,

I hereby certify. That on this 10th

a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles H. Miller and Margaret M. Miller, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act

in the year nineteen Hundred and Fifty -four

State of Maryland, Allegany County, to-wit:

and deed; and at the same time before me also pe agent for the within named mortgagee and made in said mortgage is true and bona fide as therein	oath in due form of law, that the consideration
of tay that he had the proper authority to make	this affidavit as agent for the said mortgagee.
DUNITIONS my hand and Notarial Scal the	day and Sear aforesaid.
Van. 1	synew Marticey
and Malle County	
ne lity	
FILED AND RECORDED MAY 11	" 1954 at 10:35 A.M.
PURCHASE MONEY	
This/Mortgage, Made this	7 day of Thay
in the year Nineteen Hundred and Fifty-four	by and between
JOHN W. WORMACK	and BEATRICE V. WORMACK,
of Allegany	ounty, in the State of Maryland,
pardes of the first part, and THE PIRST	
a national banking corporation, ha	
Cumberland,	
Allegany C	ounty, in the State of Maryland,
part y of the second part, WITNESSETH:	
Wilherens the senting a con-	
indebted unto the party of the seco	irst part are justly and bona fide nd part in the full and just sum

of EIGHTEEN HUNDRED DOLLARS (\$1,800.00) with interest from date at the rate of six per cent (6%) per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the parties of the first part covenant and agree to pay in equal monthly installments of Twenty Nine Dollars and eighty-three cents (\$29.83) on account of interest and principal, beginning on the and every mouth thereafter until the whole of said principal and interest is paid. Said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of the principal of the mortgage indebtedness.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness and the same of the said indebtedness.

All that lot, piece or parcel of land lying and being on Ann Street (now Central Avenue), in the City of Cumberland. Allegany County, Maryland, known as Lot "C" on the plat of the subdivision of the Harrison Lots on Ann Street (now Central Avenue) and more carticularly described as follows:

BEGINNING for the same at a point in the Eastern line of Ann Street (now Central Avenue) distant North 4-7/12 degrees East 24-1/4 feet, North 42-2/3 degrees East 76-87/100 feet from the Northwest corner of the dwelling house heretofore owned and occupied by

Ernest Barth, it being also North 43-1/15 degrees West 15-3/4 feet from the Northwest corner of the brick foundation wall of the house on the lot hereby intended to be conveyed, and running thence with said Ann Street (now Central Avenue), (as shown by Ashael Willison South 42-2/3 degrees West 25 feet; then at right angles to Ann Street (now Central Avenue) South 47-1/3 degrees East 120 feet; then parallel with Ann Street (now Central Avenue) North 42-2/3 degrees East 25 feet to intersect a line drawn at right angles to Ann Street (now Central Avenue) from the place of beginning; then with said line North 47-1/3 degrees West 120 feet to the place of beginning.

IT BEING the same property conveyed to the parties of the first part by John H. Trost and Gertrude B. Trost, his wife by deed dated the Aday of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction and this mortgage being given to secure a part of the purchase price of the property herein described and conveyed.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the spid parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors and assigns,

together with the interest thereon, as and when the	•
the meantime do and shall perform all the covenar	its herein on their part to be
and it is Agreed that until default be n	nade in the premises, the said parties of
the first part	
man hald an I	
the meantime, all taxes, assessments and public lien	ossess the aforesaid property, upon paying in s levied on said property, all which taxes,
mortgage debt and interest thereon, the said parti	es of the first part
hereby covenant to pay when legally demandable.	
But in case of default being made in payment of terest thereon, in whole or in part, or in any agreem then the entire mortgage debt intended to be hereby	ent, covenant or condition of this mortgage.
and these presents are hereby declared to be made i	n trust, and the said party of the secon
part, its successors and assigra,	
AND SACROMENTS, AND INDICATE THE AND INCIDENCE AND INCIDEN	e hereby authorized and empowered, at any ed or so much therof as may be necessary, or purchasers thereof, his, her or their heirs owing to-wit: By giving at least twenty sale in some newspaper published in Cumauction for cash, and the proceeds arising xpenses incident to such sale, including all ne party selling or making said sale; secondly.
matured or not; and as to the balance, to pay it over	to the said parties of the first
part, their	heirs or assigns, and
in case of advertisement under the above power but	
shall be allowed and paid by the mortgagore, the	representatives, heirs or assigns.
And the said parties of the first	part
	further covenant to
insure forthwith, and pending the existence of this me	ortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee	r its successors and
assigns, the improvements on the hereby mortgaged l	and to the amount of at least
Eighteen Hundred Dollars (\$1,800.00)	athothasar
and to cause the policy or policies issued therefor to	
to inure to the benefit of the mortgagee , 1ts succ	essors and assigns, to the extent
of 1te zhakov lien or c	aim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or	
and collect the premiums thereon with interest as pa	
Hitness, the handand seal of said mortgago	rs
Attest:	1
He Sandia Jos	en W. Wolm ach [SEAL]
Kaller Muleanof	[SEAL]
/ <u>B</u> -	trice V. Wormack [SEAL]
	[SEAL]

State of Maryland,

	Allegany County, to-wit:
	I hereby certify, That on this 7. day of May
	in the year nineteen Hundred and Fifty-four , before me, the subscriber,
	a Notary Public of the State of Maryland, in and for said County, personally appeared
	JOHN W. WORMACK and BEATRICE V. WORMACK, his wife,
	and they acknowledged the aforegoing portgage to be their H. C. LANDIS.
	cashier
	the within named montanges and washe at the within named montanges and washe at the within named montanges and washe at the within named montanges.
1.1	the within named mortgagee, and made oath in due form of law, that the consideration in said notage is true and bona fide as therein set for forth; and he further made oath in the form of law that he is the President of said bank and is duly sautherized to make this affidavit.
6	WITNESS my hand and Notarial Seal the day and year aforesaid.
	Total y a unic.

* Meg & 308 Centre Wal May 27 5 + Ey

FILED AND RECORDED MAY 11" 1954 at 10:35 A.M.

PURCHASE MONEY

This/Antigage, Made this day of by and between

JOHN W. WORMACK and BEATRICE V. WORMACK, his wife,

of Allegany County, in the State of Maryland.

part 198 of the first part, and JOHN H. TROST and GERTRUDE B. TROST, his wife,

of Allegany County, in the State of Maryland,

part 198 of the second part, WITNESSETH:

Wibereas, the parties of the first part are firmly indebted unto

the parties of the second part in the rull and just sum of SEVEN HUNDRED DOLLARS (\$700.00) together with interest thereon at the rate of four per cent (4%) per annum, payable semi-annually, and which said principal sum together with the interest thereon then due and cwing is payable to the parties of the second part three years after date, and which said sum of money together with the interest theron the said parties of the first part covenant to pay as and when the same shall be due and payable.

This is a second mortware, being subsequent and inferior to the lier, operation and effect of a prior mortgage to The First National Bank of Cumberland from the parties of the first part and recorded among the Land Records of Allerany Sounty, Maryland, at the same time as the recordation of these presents.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of land lying and being on Ann Street (now Central Avenue) in the City of Cumberland, Allegan County, Maryland, known as Lot "C" on the plat of the subdivision of the Harrison Lots on Ann Street (now Central Avenue) and more particularly described as follows:

BEGINNING for the same at a point in the Eastern line of Ann Street (now Central Avenue) distant North 4-7/12 degrees East 24-1/4 feet, North 42-2/3 degrees East 76-87/100 feet from the Northwest corner of the dwelling house heretofore owned by Ernest Barth, it being also North 43-1/15 degrees West 15-3/4 feet from the Northwest corner of the brick foundation wall of the house on the lot hereby intended to be conveyed, and running thence with said Ann Street (now Central Avenue), (as shown by Ashael Willison) South 42-2/3 degrees West 25 feet; then at right angles to Ann Street (now

Central Avenue) South 47-1/3 degrees East 120 feet; then parallel with Ann Street (now Central Avenue) North 42-2/3 degrees East 25 feet to intersect a line drawn at right angles to Ann Street (now Central Avenue) from the place of beginning; then with said line North 47-1/3 degrees East 120 feet to the place of beginning.

IT BEING the same property conveyed by John H. Trost and Gertrude B. Trost, his wife, to John W. Wormack and Beatrice V. Wormack, his wife, by deed dated the John day of Arman, 1954, and recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price of the property herein described and conveye d.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executors, administrator or assigns, the aforesaid sum of Seven Hundred Dollars
(\$700.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

may hold and possess the aforesaid property, upon paying the meantime, all taxes, assessments and public liens levied on said property, all which tax mortgage debt and interest thereon, the said Parties of the first part. hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortga then the entire mortgage debt intended to be hereby secured shall at once become due and payal and those presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. RENEMBLE their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessar and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heir or assigns; which sale shall be made in manner following to-wit: By giving at least twen days' notice of the time, place, manner and terms of saic in some mewspaper published in Cin berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first part heirs or assigns, an in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgager. Their representatives, heirs or assigns, an in case of advertisement under the above power but no sale, one-half of the above commission of the mortgage or their further covenant to insure forthwith, and pending the exis	may hold and possess the aforesaid property, upon paying the meantime, all taxes, assessments and public liens levied on said property, all which to mortgage debt and interest thereon, the said parties of the first part. But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortge then the entire mortgage debt intended to be hereby secured shall at once become due and payar and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. NEXEMBLY their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessed and to grant and convey the same to the purchaser or purchasers thereof, his, her or their he or assigns; which sale shall be made in manner following to-wit: By giving at least twe days' notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds aris from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the firs
the meantime, all taxes, assessments and public liens levied on said property, all which tax mortgage debt and interest thereon, the said Parties of the first part. Hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortga then the entire mortgage debt intended to be hereby secured shall at once become due and payal and these presents are hereby declared to be made in trust, and the said Parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. MERRARY their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessar and to grant and convey the same to the purchase or purchasers thereof, his, her or their heir or assigns; which sale shall be made in manner following to-wit: By giving at least twen or assigns; which sale shall be made in manner following to-wit: By giving at least twen or assigns; which sale shall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of cight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the mantured or not; and as to the balance, to pay it over to the said parties of the first part. Part, their In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgager s. their representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgage of their part. But the said Parties of the first part further covenant to the said parties of the mortgage, to keep in	hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgathen the entire mortgage debt intended to be hereby secured shall at once become due and pays and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. **RENEMENT** their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessa and to grant and convey the same to the purchaser or purchasers thereof, his, her or their he or assigns; which sale shall be made in manner following to-wit: By giving at least twe days' notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisi from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first
the meantime, all taxes, assessments and public liens levied on said property, all which tax mortgage debt and interest thereon, the said PARTICS Of the first part. hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortga them the entire mortgage debt intended to be hereby secured shall at once become due and payal and these presents are hereby declared to be made in trust, and the said PARTICS Of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. MARKRAWA their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessar and to grant and convey the same to the purchase or purchasers thereof, his, her or their heir or assigns; which sale shall be made in manner following to-wit: By giving at least twen or assigns; which sale shall be made in manner following to-wit: By giving at least twen or assigns; which sale shall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of cight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the manured or not; and as to the balance, to pay it over to the said parties of the first part. In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgager s. their representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission of the said parties of the first part. Therefore the mortgage of the first part further covenant to the said parties of the mortgage, to keep insured by some insurance of th	hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgathen the entire mortgage debt intended to be hereby secured shall at once become due and pays and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. **RENEMENT** their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessa and to grant and convey the same to the purchaser or purchasers thereof, his, her or their he or assigns; which sale shall be made in manner following to-wit: By giving at least twe days' notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisi from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first
hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgathen the entire mortgage debt intended to be hereby secured shall at once become due and payalt and these presents are hereby declared to be made in trust, and the said Dartlas of the second part, their second part, their **REKENSA** their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessar and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heir or assigns; which sale shall be made in manner following to-writ: By giving at least twen days' notice of the time, place, manner and terms of sale in some newspaper published in Cur bearland, Maryland, which said sale hall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said partlas of the first part, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns, and in case of fires or some first their lien or claim hereunder, and to place such policies forthwith in possession of the mortgagee s, or the mortgage may effect said insurance and collect the pr	hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgathen the entire mortgage debt intended to be hereby secured shall at once become due and payar and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. REXERSE their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessal and to grant and convey the same to the purchaser or purchasers thereof, his, her or their he or assigns; which sale shall be made in manner following to-wit: By giving at least tweedays' notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first
But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgathen the entire mortgage debt intended to be hereby secured shall at once become due and payaband these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Wullaney. Makrikar their duly constituted attorney or agent, are hereby authorized and empowered, at at time thereafter, to sell the property hereby mortgaged or so much therof as may be necessar and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heir assigns; which said shall be made in manner following to-wit: By giving at least twen days' notice of the time, place, manner and terms of sale in some newspaper published in Curberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisinfrom such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the manutured or not; and as to the balance, to pay it over to the said parties of the first part. Part, their In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns, and the said parties of the first part further covenant to nound the said parties of the first part further covenant to nound the said parties of the mortgage or their signs, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and no/1000	But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgates thereon, in whole or in part, or in any agreement, covenant or condition of this mortgates then the entire mortgage debt intended to be hereby secured shall at once become due and payar and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. REXERSE their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessas and to grant and convey the same to the purchaser or purchasers thereof, his, her or their he or assigns; which sale shall be made in manner following to-wit: By giving at least twe days' notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the firs
But in case of default being made in payment of the mortgage debt aforesaid, or of the treest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payal and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. MEREKAR their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessar and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heir or assigns; which sale shall be made in manner following to-wit: By giving at least twen days' notice of the time, place, manner and terms of sale in some newspaper published in Cur berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisi from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first part, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and no/100———————————————————————————————————	But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortge then the entire mortgage debt intended to be hereby secured shall at once become due and payar and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. REFERENT their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessared to grant and convey the same to the purchaser or purchasers thereof, his, her or their he or assigns; which sale shall be made in manner following to-wit: By giving at least twee days' notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first
But in case of default being made in payment of the mortgage debt aforesaid, or of the treest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payal and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. MARKENAN their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessar and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heir or assigns; which sale shall be made in manner following to-wit: By giving at least twen days' notice of the time, place, manner and terms of sale in some newspaper published in Cur berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levical, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first part, their in case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagor s, their representatives, heirs or assigns, and in the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the mortgage or their heirs or assigns, to the extension of the mortgage of their series of the mortgage may effect said insurance of incure to the benefit of the mortgage of their heirs or assigns, to the extension of the mortgage of the mortgage may effect said insurance of the mortgage may he here on the propose of th	But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortge then the entire mortgage debt intended to be hereby secured shall at once become due and payar and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. **REFERENT** their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessated to grant and convey the same to the purchaser or purchasers thereof, his, her or their he assigns; which sale shall be made in manner following to-wit: By giving at least tweedays' notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first matured or not; and as to the balance, to pay it over to the said parties of the first matured or not; and as to the balance, to pay it over to the said parties of the first matured or not; and as to the balance, to pay it over to the said parties of the first matured or not; and as to the balance, to pay it over to the said parties of the first matured or not; and as to the balance, to pay it over to the said parties of the first matured or not; and as to the balance, to pay it over to the said parties of the first matured or not; and as to the balance, to pay it over to the said parties of the first matured or not; and as to the balance, to pay it over t
and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney. **RENERS*** their duly constituted attorney or agent, are hereby authorized and empowered, at at time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessar and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heir or assigns; which sale shall be made in manner following to-wit: By giving at least twen days' notice of the time, place, manner and terms of sale in some newspaper published in Cur berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first part. heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgager s. their representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgager s. their representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgager s. their representatives, heirs or assigns, and insurance forthwith, and pending the existence of this mortgage, to keep insured by some insurance companies acceptable to the mortgage or their heirs or assigns, to the extention of the mortgage and to the amount of at least Seven Hundred and no/100———————————————————————————————————	and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullaney, markers their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessed and to grant and convey the same to the purchaser or purchasers thereof, his, her or their he or assigns; which sale shall be made in manner following to-wit: By giving at least twee days' notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first
heirs, executors, administrators and assigns, or Matthew J. Mullaney. ***MARKEMAN** their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessar and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heir or assigns; which sale shall be made in manner following to-wit: By giving at least twen days' notice of the time, place, manner and terms of sale in some newspaper published in Cur berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first part. In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgager s, their representatives, heirs or assigns. And the said parties of the first part further covenant to make the said parties of the first part further covenant to make the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and no/100———————————————————————————————————	heirs, executors, administrators and assigns, or Matthew J. Mullaney, REXERGER their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much therof as may be necessal and to grant and convey the same to the purchaser or purchasers thereof, his, her or their he or assigns; which sale shall be made in manner following to-wit: By giving at least tweedays' notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisinfrom such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heigh and saigns; which sale shall be made in manner following to-wit: By giving at least twen days' notice of the time, place, manner and terms of sale in some newspaper published in Curberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first part. Their In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Their representatives, heirs or assigns are not assign, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and no/100	time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessal and to grant and eonvey the same to the purchaser or purchasers thereof, his, her or their heavy notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heigh and saigns; which sale shall be made in manner following to-wit: By giving at least twen days' notice of the time, place, manner and terms of sale in some newspaper published in Curberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first part. Their In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Their representatives, heirs or assigns are not assign, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and no/100	time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessal and to grant and eonvey the same to the purchaser or purchasers thereof, his, her or their heavy notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their her or assigns; which sale shall be made in manner following to-wit: By giving at least twen days' notice of the time, place, manner and terms of sale in some newspaper published in Curberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisin taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first part, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns and leading the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and no/100———————————————————————————————————	and to grant and convey the same to the purchaser or purchasers thereof, his, her or their he or assigns; which sale shall be made in manner following to-wit: By giving at least twe days' notice of the time, place, manner and terms of sale in some newspaper published in Cuberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said parties of the first
matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns that the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the mortgage or their saigns, the improvements on the hereby mortgaged land to the amount of at least seven Hundred and no/100	matured or not; and as to the balance, to pay it over to the said parties of the firs
heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagor s. their representatives, heirs or assigns that the said parties of the first part further covenant to the said parties of the first part further covenant to the said parties of the mortgage or their sesigns, the improvements on the hereby mortgaged land to the amount of at least seven Hundred and no/100	
And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of firest part in the benefit of the mortgagee or their heirs or assigns, to the extension of the mortgagee or their heirs or assigns, to the policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance their lien or claim hereunder, and to place such policy or policies to the mortgagee s, or the mortgagee may effect said insurance their lien or claim hereunder, and to place such policy or policies to the mortgage s, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Illitiess, the handsand seals of said mortgagors John W. Wormack [SEAL]	Delta or designa o
And the said parties of the first part further covenant to some insurance company or companies acceptable to the mortgagee or their ssigns, the improvements on the hereby mortgaged land to the amount of at least seven Hundred and no/100	in case of advertisement under the shove nower but no sale one but of all all all all all all all all all al
further covenant to further covenant to further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least seven Hundred and no/100	shall be allowed and naid by the mortgager & the tr
further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgaged or their assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and no/100———————————————————————————————————	representatives, heirs or assign
further covenant to a sure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgaged or their assigns, the improvements on the hereby mortgaged land to the amount of at least seven Hundred and no/100———————————————————————————————————	And the said parties of the first part
company or companies acceptable to the mortgagee or their ssigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and no/100	
Sompany or companies acceptable to the mortgagee or their ssigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and no/100———————————————————————————————————	nsure forthwith, and pending the existence of this mortgage, to keep insured by some insuran
Seven Hundred and no/100	
Seven Hundred and no/100	
their lien or elaim hereunder, and to place such policy or bolicies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Thirtness, he hands and sealed said mortgagers John W. Wormack [SEAL]	Seven Hundred and no/100
their lien or claim hereunder, and to place such policy or oblicies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Thirtness, the hands and sealed said mortgager s John W. Wormack [SEAL]	Dollar
their lien or claim hereunder, and to place such policy or olicies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Thirtness, the handsand sealed said mortgagor s John W. Wormack [SEAL]	
their lien or claim hereunder, and to place such policy or oblicies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Witness, the handsand sealed said mortgagor s John W. Wormack [SEAL]	inure to the benefit of the mortgagee , their heirs or assigns, to the extern
Dicies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt **Titness**, the handsand seals of said mortgager s John W. Wormack [SEAL]	
Hitness, he handsund seals said mortgagor e John W. Wormack [SEAL]	plicies forthwith in possession of the mortgagee S. or the mortgagee may offert and
Mitness, the handsond seals of said mortgagor a W. W. Wormack [SEAL]	id collect the premiums thereon with interest as part of the marker will be
John W. Wormack [SEAL]	0.00
John W. Wormack [SEAL]	Hitmess, the handsand sealof said mortgagor e
[SEAL]	
[SEAL]	ham be an All Qual
[SEAL]	John W. Warmack SEAL
1 8	alley museum 1 /
Metice V. Varnach (SFALL	[SEAL
Beatrice V. Wormack	Beatrice V. Wormack
[SEAL]	ISFAL

	LISER 304 PAGE 358
5	tate of Maryland,
	llegang County, to-wit:
	I hereby certify. That on this 7th day of haif
111	the year nineteen Hundred and Fifty-four , before me, the subscriber,
a .	Notary Public of the State of Maryland, in and for said County, personally appeared
	JOHN W. WORMACK and BEATRICE V. WORMACK, his wife,
and	they acknow edged the aforegoing contrage to be their
aet	and deed; and at the same time before me also personally appeared JOHN H. TROST,
on e	of
he	within named mortgagees and made oath in due form of law, that the consideration in said
nos	tgage is true and bona fide as therein set for forth.
•	WITNESS my hand and Notarial Seal the day and year afore and
	Marting Showard
	nd Mailed Pelit ered E
)1. [4]	Legge atty Bly
73	FILED AND RECORDED MAY 11" 1954 at 12:30 P.M.
	this Mortgage, Made this 10 +4 day of May, in the
ye	ear Nineteen Hundred and Southern Fifty Four by and between
-	Elmo Lawrence Liller (single)
-	of Allegany County, in the State of Maryland,



Com

America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee,
WITNESSETH:

Ulbercas, the said mortgagee has this day loaned to the said mortgagor , the sum of
Four Thousand Right Hundred (\$4800.00)

Dollars,

part y of the first part, hereinafter called mortgagor , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of

which said sum the mortgagor agree s to repay in installments with interest thereon from the date hereof, at the rate of Agree cent. per annum, in the manner following:



By the payment of Thirty and 37/100 (\$30.37) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

all that lot piece or parcel of ground lying and being on the westerly side of Massachusetts Avenue known and designated as Lot No. 322 in Mapleside Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, Folio 30, one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

Beginning for the same on the westerly side of Massachusetts Avenue at the end of the first line of Lot 221 in said addition, and running then with said Massachusetts Avenue South 10 degrees 10 minutes West 50 feet to the end of the fourth line of Lot No. 223 in said addition, then with that line reversed North 79 degrees 50 minutes West 100 feet to a 15 ft. alley, then with said alley North 10 degrees 10 minutes East 50 feet to the end of the second line of said Lot No. 221 and then with said second line reversed South 79 degrees 50 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of William M. Somerville et al of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor—covenant 5 to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all need ul and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the impaid balance of this indebtedness.

The said mortgagor hereby warrant s generally to, and covenant s with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that he will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager, his heirs, executors, administrators or assigns, do and shall pay to the said mortgage, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Egreco that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant a to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald mortgagee, its successors or assigns,

or George W. Legge, ..., lts duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance to new it over to the said material materials.

have then matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor

or a signs.

And the said mortgager—, farther covenants—to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least—Four Thousand Eight Hundred (\$1.800.00)——Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to imprete to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereinder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and cohect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor—, as additional security for the payment of the indebtedness hereby secured, do es hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accrumg or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby anthorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

Н

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor—, for himself—and—himself—heres, personal representatives, do—hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfelly imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all lens for public regression of second days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge droperty, on this mortgage or note, or in any other way from the indebt daess secured by this mortgage: (2) to permit, commit or suffer no mortgagor—to keep the birdings of said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of securaty, or the anortgage, and at the option of the hortgage, cancedately mature the entire principal and interest hortgage, and apply for the appointment of a receiver as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the reuse and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein nortgaged—to you consider the mortgagor—to you constitute the profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein nortgaged property be acquired by any persons, persons, partnership or corporation—other than the mo

the mortgagee's written consent, or should the same be encumbered by the mortgagor . his heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installnents, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withtens, the hand and seal of the said mortgagor

William Harman Elmo Lawrence Liller (SEAL)

State of Maryland, Allegany County, to-wit:

Elmo Lawrence Liller (single)

the said mortgagor herein and he acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared George W. Legge

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

Notary Public

1

UBER 304 PAGE 361

Compared and Maile & Exercise
To Might Fromburg Mid
Thank 1934

FILED AND RECORDED FAY 11" 1954 at 8:30 A.M.

THIS MURICAGE, Made thisday of			, 19 , by and	between
Allen STEVENS and Alice M. ST.				
of F 1 ho. 2, Frostburg, Allegany Counsavings bank of Frostburg, allegany Count	y, MARYLAND, Mortg	Maryland, Mortgag	gor ^S , and THE FI	DELITY
WHEREAS, the said Mortgagor S are justly	indebted unto the Mort	gagee in the full a	nd just sum of	
Twenty-Iwo Humaren and sixty-thre	66 -	~ 00,00	ري دري مورم (\$ م)
which is to be repaid in^4 consecutive mont the date hereof at the office of the said Mortgagee.			h, beginning one mon	
NOW, THIS MORTGAGE WITNESSETH, That in Mortgagor β —do grant, assign and convey unto the said ${\bf h}$	torigagee, its successor	s and assigns in rec	simple all that lot of	the said f ground
and premises located in Licetion Littlet No.				nown as
the Carl St vom. House, on State hout-				20 10
and more fully described in a Deed fromCarl Steve	2113	, dated	16to a, 1/2"	MAY M
and more fully described in a Deed from Carl Steve recorded among Land Records of hland buildings and improvements to	Maryland	Liber "7	. Folio Jej	The state of the s
TOGETHER with the buildings and improvements t and advantages thereto belonging or in anywise appertaini	thereupon, and the righting.	ts, alleys, ways, wat	ers, privileges, appur!	enances
TO HAVE AND TO HOLD the said lot or parcel of said THE FIDELITY SAVINGS BANK OF FROSTBUE forever, provided that if the said Mortgages 5. Lie ir or cause to be paid to the said Mortgagee, its successors an as and when the same shall become due and payable and. it Vie if part to be performed, then this mortgage sh	beirs, executors, a d assigns the aforesaid n the meantine, do	idministrators or as	slgns, do and s	assigns, hall pay
AND, it is agreed that until default be made in the property upon paying in the meantime all taxes and assess interest thereon said Mortgagor 2 hereby covenant to	oremises the said Mortgoments levied on said p	agor S may retain roperty, all of whitandable.	n possession of the mo ch taxes, mortgage d	ortgaged leht and
AND, the said Mortgagor S further covenant against loss by fire and other hazards as the said Mortgage company acceptable to the Mortgagee to the extent of its lie	to keep the improvement of the may from time to time	is on the said mor	se of the Mortgages	insured In some
secured shall at once become due and payable, and the Mortgonstituted attorney or agent, are hereby empowered, at an necessary, and to convey the same to the purchaser, or his, I giving at least twenty days' notice of the time, place, man Maryland, which sale shall be at public auction for cash all expenses Incident to the sale, including taxes, and a cor to the payment of all monies owing under this mortgage, who pay It over to the Mortgagor S., their heirs or commission shall be paid by the Mortgagors.	ny time thereafter, to so her or their heirs or as her and terms of sale in and the proceeds arisin mmission of eight per ed hether the same shall be	ell said property, or signs; which sale s some newspaper; ing therefrom to ap ent (8%) to the part ave here matured of	r so much thereof as hall he made as follow sublished in Allegany ply: first, to the pay by making sald sale; so y not and sa to the	may be ws: By County, ment of econdly,
WITNESS our hand S and seal S .	PII	0	2	
	Alien	Stevens		(SPAL)
ATTEST:			7	(SEAL)
A 21.1 M. Kaes	alex	m	Atume.	
ATTEST: July M. Fact	Alice	M. Stevens	J. worns,	(SEAL)
STATE OF MARYLAND,				
ALLEGANY COUNTY, to-wit:				
	ay of	Мау	54	
			, 19, bef	ore me,
the subscriber, a Notary Public of the State and County afor Allen STEVENS and Alice M.	STEVENS, his wil	e,		
ine Mortgagor S named in the aforegoing mortgage and the man's, time also appeared ANDIXINGER OF THE MATERIAL OF THE AND and made oath in due and bona here as therein set forth. /G. Alvin Kreili.	they acknowledge Treasurer of THE FII form of law that the c	d the aforegoing m DELITY SAVINGS onsideration set fo	ortgage to be their B BANK OF FROST rth in said mortgage	BURG,
OTAR WITNESS my hand and Notarial Seal.	Falph M. Too	all m	lar.	
UBLIVE	1)	Notary Dal	ilace	
	Ralph M. face	would be	onic .	
Co. L. Santa				
and the state of t				

CHAP .

UBER 304 PAGE 362

-

FILED AND RECORDED MAY 11" 1954 at 8:30 A.M.

THIS MORIGAGE, Made this da	y of 1704	
L' brence C. Lilliel and Haze	- S. EFILES, his wife.	
13		
of a rt Tine, kileging County SAVINGS BANK OF FROSTBURG, ALLEGANY COU		tgagor S and THE FILE FOR
	, moregagee.	
WHEREAS, the said Mortgagor - EPC jus	tly Indebted upto the Montage	
in it Humaten trenty-sever	indested this the Mortgagee in the f	
the state of the s	60,00	(\$ 3.7.20
which is to be repaid in * consecutive no the date hereof at the effice of the said Mortgagee.	nonthly installments of \$ 40.00	each, beginning one month from
NOW, THIS MORTGAGE WITNESSETH, That Mortgagor do grant, resign and convey unto the sa	in consideration of the premises and of	the sum of One Dollar, the said
and premises located in [1] office Li. trict 1	Co at the state to ast.	
. p.: . the Coffer Stitle at, mean	wealth of Minneson and the	Harmen
Chambel	determination of the state of t	2,013
and more fully described in a Deed from Monards. Together recorded among Land Records of Together. Together with the buildings and improvement	whitely blocked . date	d Lipting of Lipting
recorded among Land Records of Fig. 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	the Liber Liber	Folio 2/A
and literal ages thereto belonging or in anywise apperti	aining.	and better key, apput tenances
TO HAVE AND TO HOLD the said lot or parce said THE FIDELITY SAVINGS BANK OF FROSTI forever, provided that if the said Mortgager . their or cause to be puid to the said Mortgage, its successors as and when the same shall become due and payable and	r heirs, executors, administrators of and assigns the aforesaid indebtedness, t d. in the mountine, do and shall per shall be vaid.	or assigns, do and shall pay or assigns, do and shall pay or gether with the interest thereon form all the covenants herein on
AND, it is agreed that until default be made in the property upon paying in the meantime all taxes and assumerest thereon said Mortgagor hereby covenant.	to pay when legally demundable	which taxes, mortgage debt and
AND, the said Mortgagor gofurther covenant against loss by fire and other hazards as the said Mortgagor company acceptable to the Mortgagee to the extent of its	to keep the improvements on the said i	nortgaged property fully insured as use of the Mortgagee, in some
But in case of any default or violation of any co- secured shall at once become due and payable, and the Mc constituted attorney or agent, are hereby empowered, at necessary, and to convey the same to the purchaser, or hi- giving at least twenty daya' notice of the time, place, m- Maryland, which sale shall be at public auction for ca- all expenses incident to the sale, including taxes, and a to the payment of all momes owing under this mortgage, to pay it over to the Mortgagor it their heirs commission shall be paid by the Mortgagor	any time thereafter, to sell said property s, her or their heirs or assigns; which so inner and terms of sale in some newspape sh and the proceeds arising therefrom to commission of eight per cent (8%) to the p	or A. Doub, its, his or their duly, or so much thereof as may be le shall be made as follows: By republished in Allegany County, apply: first, to the payment of party making said sale; mendly
WITNESS AT hand and seal S .	7	10.
	Source W	Olemer (SEAL)
4	Lawrence S. I	(SEAL)
ATTEST:		(SEAL)
1) apl M. Jaog	Stage S. Ere	Rivet (SEAL)
STATE OF MARYLAND,		
ALLEGANY COUNTY, to-wit:		
7 1 1 10	Mary 7.46 /	
I HEREBY CERTIFY, That on this	day of PRY, 1904	, 19, before me,
the subscriber, a Notary Public of the State and County af-	oresald, personally appeared	
Lawrence S. BRINLR and Haz	el S. BRINER his wife	
the Mortgagors named in the aforegoing mortgage and thinking time also appeared MILLIAM CRATESTALL AND AND MILLIAM CRATESTALL AND AND MILLIAM CRATESTALL AND AND MILLIAM CRATESTALL AND AND MILLIAM CRATESTALL	d they acknowledged the aforegoing	mortgage to be their act. GS BANK OF FROSTBURG, forth in said mortgage is true
AS WITNESS my hand and Notarial Seal.		1
67 15 13	Ralph M. Face Notary	*
しゅい きょ	1) age 11.	hall
	Ralph M. Face	Milita
A CONTRACTOR OF THE PROPERTY O		
A Second		

DEFR 304 PAGE 363

Compared and Mailed Estrant To Mitger Fromther Md

FILED AND MCCU.CED MAY 12" 1954 at 8:30 A....

THIS MORTGAGE, Made this day of A.Y., 1774.	ac 0. jo n. i
111001; 1110;	
of 22 and 'I be at., Fro. there, all 200 Co., in the State of Maryland SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.	
WHEREAS, the said Mortgagor 5 - 4.7% justly indebted unto the Mortgagee in	the full and met sum of
and the state of t	2 2 4 5 7 4 1
which is to be repeal in consecutive monthly installments of \$ ' ' • the date hereof at the effice of the said Mortgagee	cach, beginning one month from
NOW, THIS MORTGAGE WITNESSETH, That in consideration of the promises at do grant assign and convey unto the said Mortgagee, its successors and assi	nd of the sum of One Bollar, the said igns in fee simple all that lot of ground
and promises located in	take a contract of the contrac
The man and a manufacture of the first the part of the first the f	a man that the transfer of the same
and more fully described in a Deed from [J Err t Lo. e WII. Lat.	dated - · · · · · · · · ·
recorded among Land Records of the walk of the control of the cont	t A
TOGETHER with the buildings and improvements thereupin, and the rights, alloys, and advantages thereto belonging ar in anywise appertaining.	w cys, waters, privileges appurtenences
TO HAVE AND TO HOLD the said lot or parcel of ground with the improvement a said THE FIDELITY SAVINGS BANK OF FROSTBURG ALLEGANY COUNTY, MAI forever, provided that if the said Mortgagor of Lock? here execution, administration cause to be paid to the said Mortgage, its successors and assign the aforesaid indebteduas and when the same shall become due and payable and, in the meanting, do and shall be conducted to be performed, then this mortgage shall be void.	and appurtenances aforesaid unto the RYLAND, its successors and assigns, tors or assigns, and assigns,
AND, it is agreed that until default be made in the premises the said Mortgegor 5 in property upon paying in the meantime all taxes and assessments levied on said property, a interest thereon said Mortgagor 5 hereby covenant to pay when legally demandable.	
AND, the suid Mortgagor - further covenant - to keep the improvements on the against loss by fire and other hazards as the said Mortgagee may from time to time require, company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the pole	said mortgaged property fully insured
But in case of any default or violation of any covenant or condition of this mortgage, secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said princes sary, and to convey the same to the purchaser, or his, her or their hers or ossigns, whis giving at least twenty days' notice of the time, place, manner and terms of side in some new Maryland, which sade shall be at public auction for cash and the proceeds arising therefore all expenses medent to the sale, including taxes, and a commission of eight per cent (8%) to the payment of all monies owing under this mortgage, whether the same shall have been in the payment of the Mortgagor S. Chell herrs or assigns, and it are of advertises commission shall be paid by the Mortgagor Commission of the Mortgagor S. Chell herrs or assigns, and in our constitutions of the Mortgagor Commission shall be paid by the Mortgagor Commission of the Mortgagor Commission shall be paid by the Mortgagor Commission of the Mortgagor Commission	then the entire mortgage deht hereby ralhert A. Douh, its, his or their duly operly, or so much thereof as may he ch sale shall be made as follows: By spaper published in Allegany County, on to apply: first, to the payment of the party making said saic; secondly, natured or not; and as to the balance, tent but no see
WITNESS . QUE hand S and sent S .	
ATTEST:) all M. Pace Wildred	Daylor (SEAL) (SEAL) (SEAL)
	0
STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:	
I HEREBY CERTIFY, That on this 1151. day of May, 1754	
the subscriber, a Notary Public of the State and County aforesald, personally appeared	, 19, before me,
James Tailoh and Mildred Taylor, his wife, med in the aforegoing mortgage and they acknowledged the afore appeared Wilkiam MXXXXXX Treasurer of THE FIDELITY S. MARYLAND, and made oath in due form of law that the consideration of the state of the consideration o	going mortgage to be their act. AVINGS BANK OF FROSTBURG, In set forth in said mortgage is true
4 1469	

FILLD AND ALCOHDED MAY 12" 1954 at 8:30 A.M.

James L. Shay and Laura K. Shay, his wife

part ies of the first part, and The Farmers and Merchants Bank of Keyser,

West Virginia, a corporation,

of Mineral

County, in the State of West Virginia

part y of the second part, WITNESSETH:

Culbercas, James L. Shay and Laura K. Shay, his wife, are indebted to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, as evidenced by a negotiable promissory note, bearing even date herewith, executed by the said James L. Shay and Laura K. Shay, his wife, and payable to the order of the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the sum of Thirty-one hundred (\$3100.00) Dollars, with interest, at its Banking House in Keyser, West Virginia.

Said note is payable in monthly installments of at least Fifty (\$50.00) Dollars each, due on the _____ day of each month hereafter until the entire principal sum, with interest, has been paid.

Default in the payment of any one of said monthly installments of Fifty (\$50.00) Dollars, when due, shall at once cause the entire principal sum of said note to become due and payable.

This is a purchase money mortgage.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

James L. Shay and Laura K. Shay, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation,

its successors and assigns, the following property, to-wit:

0.1

Those two (2) certain pieces or parcels of real estate situate, lying and being in District Number Thirty-one (31) in Allegany County, State of Maryland, located near the Village of McCoole, as follows:

First: EEGINNING at a stake standing at the corner of Morrison's (now Allan's) twenty-seven acre tract, and thence, with the line of Ira Duckworth's S. 56° 30' E. 108 poles to a stone pile: thence, N. 39° E. 8 poles to a stake; thence, N. 56° 30' W. 112 poles to a small pine stump in Allan's line; thence, with said line, S. 10° 30' W. 8-3/4 poles to the BEGINNING, containing five and one-half (5-1/2) acres, more or less.

UBER 304 PAGE 365

Second: BEGINNING at a small red oak on the easterly side of Westernport and Cumberland Road, corner to land conveyed by Berry to Duckworth, thence, S. 56° 15' E. 105 poles to a stone, 38° 30' W. 6 poles to a post, corner to Jacob's five (5) acres; thence, with the line between Jacob's land and Duckworth land, N. 56° 30' W. 104 poles to a stone; thence, N. 10° 30' E. 6 poles to the BEGINNING, containing three and nine-tenths (3.9) acres, more or less.

Both of the above described parcels being the same real estate which was conveyed to the said James L. Shay and Laura K. Shay, his wife, by deed dated the 27th day of April, 1944, from Walter L. McDowell and Rosa E. Mc-Dowell, his wife, and recorded among the Land Records for Allegany County, Maryland, in Liber No. 199, folio 330, reference to said deed being hereby made for a more particular description of said parcels of land, and the source of title thereto.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said James L. Shay and Leura K. Shay,

his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its successors and

ex compared assigns, the aforesaid sum of

Thirty-one hundred (\$3100.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
James L. Shay and Laura K. Shay, his wife,
the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said James L. Shay and Laura K. Shay, his wife,
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said Farmers and
Merchants Bank of Keyser, West Virginia, a corporation, or its

Into hurantistic duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in minner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said____

Tames I. Shay and Laura K. Shay, his vife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

Bind the said James L. Shay and Laura K. Shay, his wife,

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some	e insurance
Company or companies acceptable to the mortgagee or 1ts	
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Thirty-one Hundred (\$3100.00) Dollars	DESCRIPTION
and to cause the policy or policies issued therefor to be so framed or endorsed, as in ca	
to inure to the benefit of the mortgagee , and its DERECT assigns, to	
of 1ts her or claim hereunder, and to place such	
policies forthwith in presenting of the mortgagee , or the mortgagee may effect said	inpurance
and collect the prennums thereon with interest as part of the mortgage debt	THIS WITH THE PARTY OF THE PART
Illitness, the bandsand seasof said mortgagor s:	
Attest	
9073 oor James L Shay	[SEAL]
S (0 73 Aug. Shay	
Laura K. Shay	[SEAL]
State of Marriage	
SINSRAL	
Adleneng County, to-wit:	
Thursday are	
I hereby certify. That on this 10 day of 2200	/
in year nineteen Hundred and Fifty	
a Notary Public of the State of State o	subscriber,
James I. Shaw and I.	1
James L. Shay and Laura K. Shay, his wife,	
and each acknowledged the aforegoing mortgage to be their	
act and deed and at the second at	
act and deed; and at the same time before me also personally appeared F. C. Boor, of the Farmers and Merchants Bank of Keyser, West Virginia, a Corporation	Cashier
15	11
the within named mortgagee, and made oath in due form of law, that the consideration	n in mid
mortgage is true and bona fide as therein set for forth.	tir said
My commission expires Act 9, 1963	1
WITNESS my hand and Notation	i i
WITNESS my hand and Notarial Seal the day and year aforesaid.	
*/s	
Therey sell sems	these
Notary 1	Public.

m red 14 Acces mitgee City UBER 304 PAGE 367 24 195-FILED MED HECUALED MAY 12" 1954 at 9:10 A.M. MARYLAND MORTGAGE TRIS MORTGAGE, made this day of and between , A. D. 1854 , by George O. Himmelwright and Naomi L. Himmelwright, his wife, of Bultimore City - - - - - - - , in the State of Maryland, nereinafter called the Mortgagor, and WHEREAS, the Mortgagor, Kanna Mark Mark Mark Mark XX is justly indebted to the Mortgagee for a loan-contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Twenty Thousand - - - - Dollars (\$20,000,000). payable at the office of 116 Dayable and the office of the first day of at such other place as the holder nereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Fundred Fifty-Three - - - Dollars (\$ 153.00), commencing on the first day of July , 1954, and continuing on the first day of each month thereafter until the principal of the principal and interest, if not sooner paid, shall be rust Company - - - , in - Maryland, or at such other place as the holder hereof may and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June , 1969 . Privilege is reserved to prepay due and payable on the first day of June . 1969. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less. AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof. AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgager does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County - - , in the State of Maryland, to wit: All that lot or parcel of ground situate in Election District No. 4 in Allegany County, Maryland, and known as "Lot No. 9" of Hobrock's Addition to Cumberland, Maryland, and being situate on the Westerly side of Virginia Avenue in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit: of Hobrock's BEGINNING at an iron pin on the Westerly side of Virginia Avenue, said iron pin being distant North 14 degrees 10 minutes East 52.75 feet from the curb line intersection of the Westerly side of Virginia Avenue and the Northerly side of Second Street, said iron pin being on the division line of the property herein described and the property of William M. Dailey, thence running Westwardly along said land of William M. Dailey, North 75 degrees 50 minutes West for a distance of 139 feet to the Easterly side of a public alley, thence along said side of said alley, North 14 degrees 10 minutes East, a distance of 48 feet to a stake, thence leaving said alley and running South 75 degrees 50 minutes East for a distance of 139 feet to a point on the Westerly side of Virginia Avenue, thence along the Westerly side of Virginia Avenue, South 14 degrees 10 minutes West a distance of 48 feet to the place of beginning. Mortgagors by Charles Freeman Owens, single, by deed dated the lond day Allegany County. THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE. * Delete Stallehed words if Mortgages is not a building and lean association.

TOGETHER with all huildings and improvements now and bereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or bereafter attached to or used in connection with the premises herein described and an analysis and improvements attached to or used in connection with the premises herein described and an analysis and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

Provided, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have ocen fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgages at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it heing agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgage may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows: 1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgager is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

1 10

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 (II) interest on the indebtedness secured hereby; and
 (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

this Mortgage. The Mortgagor agrees to pay a "fate charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor or under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subcondant payments to be made by the Mortgagor for such items. If, however, such monthly payments shall be the fortgages any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the same shall become due and payable, then the Mortgagor shall tender to the Mortgagor in accordance with the provisions of the year. If at any time the Mortgagor shall tender to the Mortgagor in accordance with the provisions of (a) of paragraph and the provisions of the mortgagor payment of the Mortgagor and the provisions of the provisions of (a) of paragraph and the provisions of the provision of the time of the commencement of such proceedings, or at the time of the commencement of such proceedings, or at the time of the commencement of such proceedings, or at the time of the commencement of such proceedings, or at the time the property of the provision has not been made bereinbefore, and will promptly deliver the provision that the provision has not been made bereinbefore, and will promptly deliver the provis

or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgages shall be entitled, without notice to the Mortgager, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or insdequacy of the property as essurity for the mortgage debt. Until there is a default under this mortgage the Mortgager shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

UBER 304 MCE 369

the mortgage deht remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgage, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Sixty ——days) and the said Mortgagor hereby authorizes and directs the said Mortgage, its auccessors or assigns, or George R. Hughes—its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimhursement of the Veterans Administration for any sums paid by it on account of the gusranty or insurance of the indehtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby he guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and lishilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indehtedness which are inconsistent with said Act or Regulations are hereby amended

The covenants herein contained shall hind, and the henefits and advantages shall invented to

to conform thereto.

The covenants herein contained shall hind, and the henefits and advantages shall inure to, the respective heirs, executors, administrators, auccessors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall he applicable to all genders, and the term "Mortgagee" shall include any payee of the indehtedness hereby secured or any transferee thereof whether hy operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Marie President	George O. Himmelwright [GEAL]
Marie Prenshaw	Naomi L. Himmelwight [BEAL]
	[emal]
STATE OF MARYLAND, BALTIMORE CITY	to wit:
one subscriber, a Notary Public of the State of Mann	day of April , 1954 , before me, land, in and for the City
his wife, the above named N foregoing mortgage to be their respective	melwright and Naomi L. Himmelwright,
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
And a consequence of the property of the consequence of the consequenc	
Telephone The Manager, I have hereunto set r	my hand and affixed my official seal the day and year
A STATE OF THE STA	Marie Enershaw Notary Public.
ABTRIC UP MARYLAND, ALLEGIAMY COMPRY	TO WITH.
I HEREBY CERTIFY, That	on this les day of Annia lock be
and for the County aforesaid news	Public of the State of Maryland, in
Vice President the within body corporation	rate, Mortgagee, and made oath in due
- I am chicker again I tol. full filed Bade	PORTO THRE NO 18 the smant of ALL
TESTIMONY WHEREOF, I	I have hereunto set my hand and af-
2/11/19	James M Lorley
SPACE I	Notary Public

FILED AND RECORDED MAY 12" 1954 at 9:10 A.M. 10 7

This Mortnane, made this

day of Mav

. in the

year Nineteen Hundred and fifty-four , by and between

Clyde Richard Dennis and Lillian Irene Dennis, his wife,

hereinafter called Mortgagors , which expression shall include heirs, personal representatives, successors and assigns where their the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and

Stella Wilson Lambert -

hereinafter called Mortgagee , which expression shall include her heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, the said Mortgagers are justly and bona fide indebted unto the said Mortgagee in the full sum of Two Thousand (\$2,000.00) Dollars, which said indebted, together with the interest thereon at the rate of Six per centum (6%) per annum is payable three years after date hereof. The said Mortgagors hereby covenant and agree to make payments of not less than Thirty-Five (\$35.00) Dollars each month on account of the principal indebtedness with the interest in addition thereto at the

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE A PURCHASE

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor s do hereby bargain and grant, convey, release and confirm unto the said Mortgagee the following property, to-wit: hereby bargain and sell, give,

All that lot or parcel of land lying and being on the Westerly side of the Winchester Road in Election District No. 7, Allegany County, Maryland, and which said parcel of land is more particularly described as follows, to-wit:

BEGINNING at a steel pipe stake in a concrete base, corner of a lot now owned by James Tyree, and running thence, North 12 degrees West 75 feet to a stake to be replaced by steel; thence South 82½ degrees East 386.5 feet to a stake on the West margin of the aforesaid Winchester Road as now being improved; thence with said margin of sqid Road, South 3½ degrees West 75 feet to a stake; thence by the said lot or parcel of land now owned by James Tyree North 80½ degrees West 369.4 feet to the place of beginning, containing .638 of an acre.

It being the same property which was conveyed unto the said Mortgagors by Mildred K. Fritz, et vir, by deed dated the day of many 1954.

Reference is hereby made to certain restrictions affecting the land herein described and conveyed, all as set forth and contained in the deed above referred to.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that If the said Mortgagor 3 shail pay to the said Mortgagee

Two Thousand (\$2,000.00) Dollars - - - - - -

201

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgages or George R. Hughes, her duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after twing at least twenty days' notice of the time, place, manner and terms of sais, is some negative.

MER 304 PAGE 371

published in Cumberland, Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person seiling.

The proceeds srising from such saie shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be pald by the Mortgagors to the person advertising.

AND the said Mortgagors further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least.

Two Thousand (\$2,000.00)

Thousand (\$2,000.00)

Thousand (\$2,000.00)

The premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortge	agor g	
Atten		
Junga P Ang has	P/1 1: 1 10	
and with the	and reclared to	(SEAL)
	Clyde Richard Dennis	
	0 11 1	(SEAL)
	Rellian brance &	Esca (SPAL)
	Lillian Irene Dennis	(SEAL)
		(SEAL)
•		
STATE OF MARYLAND, ALLEGANY COUNTY, TO	O WIE.	
× 1000 ×	J-W11:	
I hereby certify that on this day of	Mass	
19 54 hefers as at 19 19		, in the year
19_54, before me, the subscriber, a Notary P	ublicof the State	of Maryland,
in and for said County, personally appeared,Clyc	de Richard Dennis and Is	114am Tusus
Dennis, his wife,	The state of the s	TITAL Irene
the within named Mortgagor s , and acknowledged th	ne foregoing mortgage to be th	eir
act and deed. And at the same time, before me, also pe	manally and the second	- 1
	rsonany appeared Stella W11	son Lambert
And other parties and the same of the same		
The state of the s	within named Mortgagee , and	
due form of day that the comileration is said mortgage	is true and bona fide as therein set i	made oath In
		forth.
W. Thurs by hand and Netarial Seal the day and	year last above written.	
# 12 00 32 12 33 B	1 031	^
	Durger. Augle	dh.
	No.	otary Public

1 10

FILED AND RECORDED MAY 12" 1954 at 10:20A.M. This Mortgage, Made this 11th day of May in the year Nineteen Hundred and Forty Fifty-four by and between Mark I., Lazarus, Jr. and Mary C. Lazarus, his wife, Allegany __County, in the State of____ part ics of the first part, hereinafter called mortgagors , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH. Thereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of Twenty Thousand & 00/100 - - - - - (\$20,000,00) - - - - - - Dollars, which said sum the mortgagor s to repay in installments with interest thereon from agree the date hereof, at the late of 42 per cent. per annum, in the manner following: By the payment of One Hundred Twenty-six & 60/100 - - - (\$126.60) - - - Dollars, By the payment of the hundred twenty-six & 60/100 - - (\$126.60) - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance. Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northerly side of Camden Avenue known and designated as Lots Nos. 60 and 61 in Dingle Highlands Addition, Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 5 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a stake on the northerly side of Camden Avenue standing at the southwesterly corner of Lot No. 59 in said addition, and bearing South 70 degrees 30 minutes West 450 feet from the northwesterly intersection of Highland Avenue and Camden Avenue, and running then with the northerly side of Camden Avenue South 70 degrees 30 minutes West 88.9 feet to the easterly side of Cochrane Highway, and also at the end of 22.5 feet on the easterly line of a tract of land containing 30 acres conveyed by J. W. Scott Cochrane, Executor, to W. Carl Richards et al by deed dated November 5, 1915, which is recorded in Liber 117, folio 475, one of the Land Records of Allegany County, Maryland, then leaving said avenue and running with a part of said last line North 40 degrees 1 minute West 160.1 feet to a stake, then leaving said last line North 70 degrees 30 minutes East 145 feet to the northwesterly corner of said Lot No. 59 and then with the dividing line between said Lots Nos. 59 and 60 South 19 degrees 30 minutes East

150 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of the Safe Deposit and Trust Company of Baltimore, Trustee, dated the 13th day of april, 1953, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 249, folio 196.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Consther with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hald the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s , their representatives, heirs or assigns.

And the said mortgagor, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. The Thousand & 00/100 - - (\$20,000,00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

A H B the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions become

In consideration of the premises the mortgager s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before hisreb 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar rear; to deliver to the mortgages receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all govern-

mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagers to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagers to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent. or should the same be encumbered by the mortgagor s , thair

the mortgagee's written consent, or should the same be encumbered by the mortgagers , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the handsand seals of the said mortgagors.

Attest:	S. 100
William Harman	Mark L. Lazarus, Jr. (SEAL
	Mary Lazarus Zauck (SEAL

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 1/14 day of May in the year nineteen hundred and worky. Fifty-four , before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Mark L. Lazarus, Jr. and Mary C. Lazarus, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before ms also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgags is true and bona fide as therein set forth, and did further make oath due form of isw that he had the proper authority to make this affidavit as agent for the said

al the day and year aforesaid.

Metger lety

FILED AND RECORDED MAY 12" 1954 at 10:20 A.M.

THIS MORTGAGE, Made this 10 day of May, 1954, by and between HAROLD L. PRICE and MARY JO PRICE, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly inetallments of Twenty Nine (\$29.00) Dollars on account of interest and principal, paymente to begin en the 10 day of ________, 1954, and continuing on the same day of each and every menth thereafter until the whole of eaid principal sum and interest is paid. The said monthly paymente shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in coneideration of the premises and of the eum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, tegether with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the eecond part to the parties of the first part prior te the full payment of the aforesaid mertgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dellars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying the cost of any repairs, alterations or imprevements to the hereby mortgaged property, the said parties of the first part de give, grant, bargain and sell, convey, release and confirm unte the said party of the second part, its successors and assigns, all the following two parcels of land lecated on the southerly side of the Mational Pike about five miles West of the City of Cumberland, and which are more particularly described as follows, to-wit:

PARCEL NO. 1: All that let or parcel of ground being the northeasterly one-half of Lot No. 12, as shown on an unrecorded plat of the Mountain View Addition, LaVale, Cumberland, Maryland, and which is more particularly described as follows, to-wit:

REGIMMING at a stake situate on the Southerly side of the Matienal Pike (U.S. Route No. 40), 1,100 feet distant is a south-





Н

westerly direction from the Camp Ground Road and which point is also the end of the division line between Lets 11 and 12 in the said Mountain View Addition, LaVale, Cumberland, Maryland; and running thence (1) with the said division line between the said Lots 11 and 12 and which line is also line No. 4 in a certain deed from George E. Baughman et ux. to Ray R. Henlsy et ux., dated August 4, 1947, and which is recorded in Liber No. 216, folio 431, of the Land Records of Allegany County, Maryland, South 16 degrees 45 minutes East 187.95 feet to a point on Park Avenue in said Addition; thence (2) with the northerly side of said Park Avenue, South 75 degrees 30 minutes West 50 feet to a stake; thence (3) constructing a new division line through the said Lot No. 12. North 16 degrees 45 minutes West approximately 186.63 feet to a point on the said southerly side of the National Pike; thence with the said southerly side of the National Pike (4) North 75 degress 30 minutes East 50 feet to the place of beginning; excepting, however, from the above described property that portion which was conveyed to Paul C. Owens et al. by Harold L. Price et ux, et al. by deed dated June 15, 1950, recorded in Liber 229, folio 490. one of the Land Records of Allegany County, Maryland.

Н

The above described property is subject to a Deed of Easement from Harold L. Price et ux. et al. to Paul C. Owens et al., dated June 15, 1950, and recorded in Liber 229, folio 492, one of the aforesaid Land Records.

PARCEL NO. 2: All the following percel of land located on the southerly side of the Mational Pike about five miles West of the City of Cumberland, and which is more particularly described as follows, to-wit:

BEGINNING at the end of the tenth line of the deed from George E. Baughman et ux. to Paul C. Owens and Thomas H. Blash, dated the 20th day of October, 1949, and recorded in Liber 227, folio 9, one of the Land Records of Allegany County, Maryland, and running thence with a part of said tenth line reversed South 75 degrees 30 minutes West 35 feet; thence in a line crossing the whole lot South 31 degrees 08 minutes East 141.56 feet to a point on the first line of the aforesaid Baughman deed; thence with a part of said first line reversed North 16 degrees 45 minutes West 136.63 feet to the beginning.

It being the same property conveyed to the parties of the first part by Merle J. Kline and Golda M. Kline, his wife, by deed dated the 19th day of March, 1952, and recorded among the Land Records of Allegany County, Maryland in Liber No.

A series

folio _

Н

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Five Hundred (\$1,500.00) Dollars, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mertgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessmente and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby ecoured, including each future advances as may be made by the party of the eccond part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the eccend part, its successors or assigns, or Walter C. Capper, their duly constituted atterney, or agent, are hereby authorized and empowered at any time thereafter, to cell the property hereby mortgaged, or so much thereof as may be messesary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner fellowing, to-wit: By giving at least twenty days' notice of the

time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allewed and paid by the mortgagers, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the sxistence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mertgaged property to the amount of at least One Thousand Fivs Hundred (\$1,500.00) Dellars, and to cause the pelicy or policies issued therefor to be so framed or endersed, as in case of fire, to inure to the benefit of the mortgage, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or pelicies forthwith in possession of the mortgages, or the mortgages may affect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Harold L. Price

Mary to Price (SEAL

Н

П

STATE OF MARYLAND,

1 77 1

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10" day of May, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared HAROLD L. PRICE and MARY JOE PRICE, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TIMDAL, President of the First National Bank of Cumberland

UNER 304 PMGE 379

mortgages, and made oath in due form of law that the

WITNESS my hand and Notarial Seal.

Motary Public Wotary Public Tommission expires May 2, 1955

mague 28 M. L. Luty Haly

FILED AND RECORDED MAY: 12" 1953 at 10:20 A.M.

Thi	a Mortgage, 1	Made this	ii-th day	of May,		
in the	year Nineteen Hundred a	nd Fifty	Four		, by and be	stween
	George L. We	lsh and Lelia	E. Welsh, his	wife,		AA
of	Allegany		County, in the Str	nte of M	aryland	

John R. Treiber and Sarah R. Treiber, his wife,

parties of the first part, and

of Allegany County, in the State of Martyland parties of the second part, WITNESSETH:

Unberens, the parties of the first part are indebted to the said John R. Treiber and Sarah R. Treiber, his wife, as tenants by the entireties, in the full and just sum of Eight Sundred (\$800.00) Dollars for which they have given their promissory note of even date herewith payable with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than Thirty (\$30.00) Dollars, interest to be calculated every six months on the principal due at the beginning of such six months, all payments made during said period to be then applied first to interest and then to reduction of principal, interest for the following six months to be calculated on the principal as so reduced.

UBER 304 PAGE 380

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated, lying and being on the Northerly side of Elder Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 146, on the Plat of the Humbird Land and Improvement Company of Cumberland, Maryland, which is recorded in the back of Liber 73, one of the Land Records of said County, and particularly described as follows:

Beginning at the North side of Elder Street at the end of the first line of Lot No. 144, and running thence with said Street, South 532 degrees East 30 feet; then North 36 degrees East 125 feet to an alley; and with it, North 532 degrees West 30 feet to the end of the second line of Lot No. 144, and other second line of Lot No. 144, a

grees West 30 feet to the end of the second line of Lot No. 144; and with it reversed South 362 degrees West 125 feet to the beginning.

Being the same property conveyed by William C. Soulsby et al to the said George L. Welsh et ux by deed dated October 9, 1950, and recorded in Liber No. 231, folio 233, one of the Land Records of Allegany County, Maryland; Reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

	ties of the	second part	thada	
cutor administrator or			* CHATL	•
, administrator or		aforesaid sum		2742
		THE PARTY OF	NOTES OF ALL	
ether with the interest the				

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

perties of the Mrst perb

hereby covenant to pay when legally demandable. .

But in case of default being made in payment of the mertgage debt aforesaid, or of the inthem the entire mortgage debt intended to be hereby secured shall at once become due and payable

UNER 304 MGE 381

declared to be made in trust, and the said
parties of the second part, their
heirs, executors, administrators and assigns, or Filbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at an time thereafter, to sell the property hereby mortgaged or so much therof as may be necessar and to grant and convey the same to the purchaser or purchasers thereof, his, her or their hei or assigns; which sale shall be made in manner following to-wit: By giving at least twent days' notice of the time, place, manner and terms of sale in some newspaper published in Cun berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said.
parties of the first part, their
shall be allowed and paid by the mortgagors their representatives, heirs or assigns
HNO the said parties of the first part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company of company of the control of
Company or companies acceptable to the mortgages or their
assigns, the improvements on the hereby mortgaged land to the amount of at least
and to cause the poncy or policies issued therefor to be so framed or endorsed, as in case of fires
to inure to the benefit of the mortgagees, their heirs or assigns, to the extent
of heirs or assigns, to the extent
their lien or claim hereunder, and to place such make
possession of the mortgagees, or the mortgagee may affect and income
and collect the premiums thereon with interest as part of the mortgage debt
Ill ittess, the hand and seal of said mortgagors.
Attest:
Attent:
Trong Junemeer Stronge of by lat 18841)
Querge L. Welsh [SEAL]
wound & Junemarie Lelia G. Welsh (SEAL)
Ielia E, Welsh
State of Maryland,
Allegany County, to-wit:
Antegang County, to-mu:
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
I hereby certify. That on this 1102 day of May,
in the year pineteen Handard and West.
the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Annual Control of the
George L. Welsh and Lelia E. Welsh, his wife,
and acknowledged the aforegoing mortgage to be their
act and dead; and at the same time before me also personally appeared.
Hilbur V. Wilson, Agent of
the within named mortgagees, and made outh in due form of law, that the consideration in said
and bene fide as therein set for forth, and that he is Agent for the said
Translated duly authorized by them to make this affidavit.
Figuress my hand and Notarial Seal the day and year aformaid.
the service was all reported by the property of the property o
Comme Office de

UBER 304 PAGE 382

FILED AND RECORDED HAY 12" 1954 at 10:20 A.M.

THIS AGRESMENT, Made this 10 day of May, 1954, by and between RUSSELL A. PRICE and HELEN B. PRICE, his wife, of Allegany County, Maryland, parties of the first part, and HAROLD L. PRICE and MARY JO PRICE, his wife, of Allegany County, Maryland, parties of the second part, WITNESSETH:

WHEREAS, The said parties of the second part are the owners of two certain parcels of property in Election District No. 29, Allegany County, Maryland, which said preperties are subject, first, to the lien of a mortgage dated March 19, 1952, from said parties to The First National Bank of Cumberland, of record in Mortgage Liber 259, folio 533; and, second, to a lien of a mortgage dated November 17, 1953, from said second parties to Russell A. Price and Helen B. Price, his wife, of record in Mortgage Liber 301, folio 504; and

WHEREAS, The said Harold L. Price and Mary Jo Price, his wife, desire to make certain financial arrangements with said The First National Bank of Cumberland, whose said mertgage is a Purchase Money Mertgage and the first lien on their said properties in LaVale, Maryland, and the said Russell A. Price and Helen B. Price, his wife, have agreed to subordinate the lien of their mortgage of November 17, 1954 to that of a proposed new mortgage to The First National Bank of Cumberland:

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

That for and in consideration of the sum of One (\$1.00)

Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the said parties of the first part do hereby covenant and agree to subordinate the lien of their mortgage dated November 17, 1953, of record in Mortgage Liber 301, folio 504, to that of a certain proposed mortgage to be made by Harold L. Price and Mary Jo Price, his wife, to The First National Bank of Cumberland, but said waiver shall be limited to and exist enly in favor of said The First National Bank of Cumberland, being intended to constitute said proposed mortgage, when executed, as the first lien against said properties, and giving position to the mortgage of November 17, 1953 as the second lien against said property.

And it is further covenanted and agreed that this Agreement is made for the purpose of inducing said The Pirat Mational Bank of Cumberland to make said proposed matters land, and is a third party beneficiary contract, upon which aid the

THER 304 MIG 383

specific performance, or take any other action at law, or in equity, to protect its interests.

WITNESS the hands and seals of the parties.

Russell A. Price (SEA	L)
-----------------------	----

WITNESS as to all:

Harold J. Price (SRAL)

Slen R. Chaypell Mary Jo Frice (SEAL)

STATE OF MARYLAND.

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10 day of May, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RUSSELL A. PRICE and HELEN B. PRICE, his wife, and HAROLD L. PRICE and MARY JO PRICE, his wife, and each acknowledged the aforegoing Agreement to be their respective act and deed.

WITNESS my hand and Notarial Seal.

Slen R. Chornell

FILED AND RECORDED MAY 13" 1954 at 8:30 A.M.

This Marigage, Made this 13th day of May

in the year Mineton Hundred and Fifty - Four

ELOISE C. BROWNE (widow)

UBER 304 PAGE 384

ı	of Allegany County, in the State of Marylar	nd
I	party of the first part, and	14
	THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a corporation, duly incorporated under the laws of the United State	enking
l	of Allegany County, in the State of Maryland	
l	part yof the second part, WITNESSETH:	
THE RESERVE THE PARTY OF THE PA	The party of the first part is indebted unto party of the second part in the full and just sum of Five Thou (\$5,000.00) Dollars, this day loaned the party of the first part the party of the first part to the party of the first part payments of not less than Fifty-five (\$55.00) Dollars per mont said payments to be applied first to interest and the balance principal; the first of said monthly payments to be due and payment from the date hereof and to continue monthly until the amount of principal and interest is paid in full. How Therefore, in consideration of the premises, and of the sum of one dollar in paid, and in order to secure the prompt payment of the said indebtedness at the maturity	sand rt, epaid , in h, to ayable he
	of, together with the interest thereon, the said	
	party of the first part	
	does give, grant, bargain and sell, convey, release and confirm unto the said	l
	party of the second part, its successors or	ı
	beingsmut assigns, the following property, to-wit:	- 1
	ALL that lot or parcel of land known and designated as Nos. 426-428 Greene Street, Cumberland, Allegany County, Mary and described as follows:	land,
	BEGINNING for the same at a stake on the Southerly sid Greene Street distant South 82 degrees 35 minutes East 60 feet the Southeast intersection of Green Street and Allegany Street, continuing thence with the Southerly side of said Greene Street South 82 degrees 35 minutes East 41.5 feet to a point at the en a concrete wall or curb, thence at a right angle to said Green Street South 7 degrees 25 minutes West 100 feet to a stake, the North 82 degrees 35 minutes West 41.5 feet, thence North 7 degrees 25 minutes East 100 feet to the beginning.	from and d of
	Subject to a reservation to former owners, running wit land, for a drainage ditch along the Southern and Western lines the property, and	h the
	BEING the same land which was conveyed to the party of the first part by Anna M. Lippold (widow), by deed dated Februa 7, 1947, and recorded among the Land Records of Allegany County Liber No. 213, folio 413.	21.37
	Together with the buildings and improvements thereon, and the rights, roads, wa	178,
	waters, privileges and appurtenances thereunto belonging or in anywise appertaining.	
	Provided, that if the said party of the first part,	
	her heirs, executors, administrators or assigns, do and shall pay to the s	aid
	party of the second part, its successors	25
	or assigns, the aforesaid sum of	-91
	Five Thousand (\$5,000.00) Dollars	100
	fogether with the interest therein, so and when the same shall become due and purable, and	in .
	the meantime do and shall perform all the covenants herein on their part to	be
Į	performed, then this mertgage shall be void.	THE REAL PROPERTY.

and it is agreed that until default be made in the premises, the said.
party of the first part
may 1, 12
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, upon paying in
mortgage debt and interest thereon, the said
party of the first part
hereby covenants to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
becared within at once become due and navable
and these presents are hereby declared to be made in trust, and the said
party of the second part, its successors
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said
party of the first part, her
The second wilder the second part and the second se
shall be allowed and paid by the mortgagor her representatives, heirs or assigns.
Timb At.
And the said party of the first part
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least
Attest: Office
The Stoke & Browne
, TEloise C. Browne [SEAL]
State of Maryland,
Allegung County, to-wit:
I hereby certify, That on this 13 mt day of May
in the year nineteen Hundred and Fifty - Four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
ELOISE C. BROWNE (widow)
THE NOTICE OF THE PARTY OF THE
acknowledged the aforegoing mortgage to be her
et and dend; and at the same time before me also personally appeared.

UNER 304 BUE 386

John H. Mosner, Cashier of

the within named mortgagee, and made oath in due form of law, that the conmortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid

Notary Publi

Compared and week it is red, Metger City may 2 4 19 54

FILED AND RECORDED MAY 13" 1954 at 3:10 P.M.

This Mortgage, Made this

May

1 20

in the year nineteen hundred and fifty-four , by and between

Ralph E. Woolard and Wilma C. Woolard, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculin as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Ralph E. Woolard and Wilma C. Woolard, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Nineteen Hundred (\$1900.00) - - - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 81, June 80. September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dellar, and in order to secure the prompt payment of the said includedness at the maturity thereof, tegether with the interest thereon, the mid

304 PAGE 387

Ralph E. Woolard and Wilms C. Woolard, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate in the City of Cumberland, Allegany County, Maryland, at the corner of German (now called Bond) and Knox Streets and particularly described as follows, to-wit:

BEGINNING for the same at the corner formed by the Northern side of Knox Street with the Eastern side of German Street (now called Bond Street) and running thence with German Street (now called Bond Street), North 60-3/4 degrees West 50 feet to the Weigle property, and with it, North 29½ degrees East 40 feet, then across the whole lot, South 60-3/4 degrees East 50 feet to Knox Street, and with it, South 29½ degrees West 40 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by George R. Hughes, Trustee, by deed dated the 21st day of May, 1952, and recorded in Liber No. 241, folio 141, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Nineteen Hundred (\$1900.00) - _ Doilars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or "George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much have as me be managery; and to grant and the same to the purchase thereof, his are the same to grant and the same to the first and the same to the same

П

and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Nineteen Hundred (\$1900.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Raiph E. Woolard (SEAL)

Emergan Smith

Wilma C. Woolard (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this /3 / day of May

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Ralph E. Woolard and Wilma C. Woolard, his wife,

and each acknowledged, the foregoing mortgage to be

their act an

deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Sevadibert Notary Public UBER 304 PAGE 389

he st. Legge acty aty

FILED AND RECORDED MAY 130 1051

PURCHASE MONEY				
This Mortgage, Made this 13th day of May in the				
year Nineteen Hundred and Farmy Fifty-four by and between				
Trentis M. Parsons and Milda S. Parsons, his wife,				
of allegianyCounty, in the State of				
part ies_ of the first part, hereinafter called mortgagors , and First Federal Savings and Loan				
Association of Cumberland, a body corporate, incorporated under the laws of the United States of				
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee-				
WITNESSETH:				
Thereas, the said mortgagee has this day loaned to the said mortgagors , the sum of				
Four Thousand Eight Hundred Fighty-five & 00/100 (34885.00) Dollars,				
which said sum the mortgagor s agree to repay in installments with interest thereon from				

the date hereof, at the Mate of $\frac{L_{2}^{\frac{1}{2}}}{2}$ per cent. per annum, in the manner following: By the payment of Thirty-seven & 37/100 - - - (\$37.37) - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey. release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or percels of ground lying and being on the easterly side of Eastern Avenue known and designated as Lots Nos. 247 and 248 in the Cumberland Improvement Company's Eastern Addition to Cumberland, Allegany County, Maryland, the plat of which sail addition is recorded in Liber 117, folio 730 one of the Land Records of allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a stake on the easterly side of Eastern Avenue at the end of the first line of Lot No. 246, in said addition, and running then with said easterly side of Eastern Avenue North 40 degrees East 80 feet; then at right angles to said avenue, South 50 degrees (ast 120 feet to an alley, then with it, South 40 degrees West 80 feet to the end of the second line of said Lot No. 246, and then with said second line reversed, North 50 degrees West 120 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ammy Rice dated April 13, 1954, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor's hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect tee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Consther with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un have and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor shereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns.

hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall be to the payment of all moneys owing under this mortgage, whether the same shall be to the payment of all moneys owing under this mortgage, whether the same shall be to the payment of the payment of all moneys owing under this mortgage, whether the same shall be to the payment of the payment of all moneys owing under this mortgage, whether the same shall be to the payment of th

have then matured or not; and as to the balance, to pay it over to the said mortgagors . their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, heirs or assigns.

And the said mortgagor,s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance companies acceptable to the mortgage or its successors or assigns, the improvements on the herehy mortgaged land to the amount of at least Four Thousand Eight Hundred Eighty-five & 00/100 - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all lens for public Improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of

1 44

UBER 304 PAGE 391

any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation and other than the mortgagor s, hy voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagers—, their—heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withers. the handsand sear of the said mortgagors.

Mellianetthaman

Tresti M. Parens
Frentis M. Parens
SEALI

Milda J. Parens (SEAL)

State of Maryland, Allegany County, to-wit:

in the year nineteen hundred and targe Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Prentis M. Parsons and Wilda G. Parsons, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared. George at Legge.

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgage.

where

So my hand and Notarial Seal The day and year aforesaid.

Notary Public

mtge Ironburg Ma

LIGER 304 BIGE 392

FILED AND NECONDED	AY 13" 1954 at 8:30 A.M.
THIS MORTGAGE, Made this day of_	
in or a lar 2- g pig Do go ce	. 19 by and between
of the state of th	in the Original Control of the Contr
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY,	, in the State of Maryland, Mortgager . and THE FIDELITY MARYLAND, Mortgagee.
WHEREAS, the soil Mortgagor of required justly inc	debted unto the Mortgagee in the full and just sum of
de la company de	
which is to be regard in consecutive monthly the date hereof is the effice of the said Mortgagee.	y installments of § each, beginning one month from
	usideration of the promises and of the sum of One Dollar, the said ttgagee its successors and assigns in fee simple all that lot of ground
and promers for field at	Rnown as
and more freely described in a David from	dited
to refer using Land Records of $\mathcal{L}^{-1}(G)$. Liher Fotio
(OUETHER with the building and improvements therefore the delayes therefore belonging or in anywise appertaining.	
TO HAVE AND TO HOLD the said lot or parcel of grand THE FIDELITY SAVINGS BANK OF FROSTBURG forever, provided that of the said Mortgagor 5 Terror of the rest for the first said Mortgagor 5 Terror of the rest for the first said Mortgagor 5 Terror of the rest for the first said Mortgagor 5 Terror of the rest for the first said Mortgagor 5 Terror of the rest for the first said Mortgagor 5 Terror of the first said for the first said	ALLIGANY COUNTY, MARYLAND, its successors and assigns, because executors, administrators or assigns, do — and shall pay loss 32, the aforesaid indebtedness, together with the interest thereon
ANP, it is agreed that until default be made in the pren-	nises the said Mortgagor S may retain possession of the mortgagod
AND the sud Martenager to forther access	y and a garage de mandable.
company acceptable to the Mortgagee to the extent of its lien to	hereon and to deliver the policy to the Mortgagee, in some
constituted afterney or usent, are hereby empowered, at any ti- score sary and to concey the same to the purchaser, or his, here gaving a least twenty days' notice of the time, place, manner a Maryland which sale sha'l be at public auction for cash and all expenses incident to the sale including taxes, and a commi-	tor condition of this mortgage, then the entire mortgage debt hereby ee, its successors or assigns, or Albert A. Douh, its, his or their duly me thereafter, to sell said projecty, or so much thereof as may be or their heirs or assigns, which sale shall be made as follows: By and terms of sale in some necespaper published in Aliegany County, I the proceeds arising therefrom to apply: first, to the payment of issuon of eight per cent (86%) to the party making said sale; secondly, or the same shell have been matured or not, and as to the balance, again, and in every of advertisement but no sale, one-half of the above representatives.
WITNESS Coc hand and scale	Davad H. (toull
AFTEST:	Landing toursell
1 and I william	(SEAL)
A supplied the	(SEAL)
TI STEE CHE MANNE AND	
FIATE OF MARYLAND, MLEGANY COUNTY, to-wit:	
I HEREBY CERTIFY, That on thisday or	
he subscriber, a Notary Public of the State and County aforesaid	I, personally appeared The Price Price Poste.
ne Mortgagor. It their me the state of the state of their me t	acknowledged the aforegoing mortgage to be vuring act, surer of THE FIDELITY SAVINGS BANK OF FROSTBURG, n of hiw that the consideration set forth in said mortgage is true
ALL	ROW BILLIAM

LEER 304 MOT 393

Bu St Legge act at, may 2-10 -

100

5000

55053

FILED AND MCON MD MAY 14" 1954 at 2:20 P.M.

Uhis Marigage, Made this 1314 day of in the year Nineteen Hundred and work Fifty Dur by and between

thomas b. Mair und Metty D. Duir, his wife,

of County, in the State of Tagger,

part so of the first part, hereinafter called mortgager o , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, or Allegany County, Maryland party of the second part, hereinafter called nortgages.

WITNESSETH:

Whereas, he said mortgages has this day lenned to the said normal as a second second

pollars,

which said sum the cortgagor so agree to remay in installments with interest there extronsite date hereat, at the cate of Sopher centoper annum, in the manner following:

By the paragin of the largered Tix and 7/100 (1105.07) Dollars, as before the cast day of each and ever result from the date hereof that the whoir of soil limit palsame and are not had been casted the community of the adendar mention and the said exclude express to the larger than the refugier of the community of the adendar mention and the said exclude expression. The larger that we are the following or public charges to be made to the community of the community and other charges affecting the heremafter dear had not been and tornard expression to the affecting the heremafter dear had not been and to the payment of the affects of principal sain. The due execution of this continue baying been a condition procedent to the meant and said advance.

Now Therefore, in consideration of the promises, and of the sum of one dellar in hand task, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the following described property, to-wit:

All that I t, liste is farce of an non-no-1 too. On the review of laterial at by the Constitution Co.1 Thermany situate is decisin District Do. A, lying and peing on the northerly side of thington Street, intended, while Them of Prostburg, Alexany County, Manyloud, and more particularly countied a follow (true certific courses and horizontal distances being used throughout):

regionsing for the same at a stake standard the end of the third line fills feeled and the same of the same at a stake standard the end of the third line and feeled and the same at the same standard the same standard the same standard the same standard the end of the first line of a parcel of land conveyed by the line say and standard to Pobert 3. Flotfelty and Marguerite E. Dotfelty, his wife, by deed dated September 8, 1943, and recorded in Liber No. 197, folio 297 among said Land Records, then reversing said first line North 26 degrees 45 minutes East 50 feet to a stake, and then South 26 degrees 45 minutes west 160 feet to a stake, and then South 26 degrees 45 minutes west 160 feet to the beginning, containing .184 of an acre, more or less.

UISER 304 PAGE 394

and the second out this surveyed distrible seller that the

net i, ilittelt uit priente i, ilittelt, hi wife,

Ferthall the control of the tank

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the somether prior was on any Life Insurance policy assemble to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this adobtedness, and any sums of money so advanced shall be added to the unpaid balance of this adobtedness.

The Mortgager's covenant to maintain all buildings, structures and improvements now or let any true on still represes, and every part thereof, by good repair and condition, so that the sum is shall be sate factors to and approved by Fire Insarance Companies as a fire risk, and from time to the chair of a set to be made all needful and proper replacements, remains, remains, and improvements, set as the chair every of said presents shall be maintained.

It has so fit to the Mortengra viry at its option advance sums of money at any time for the open and oping a control for billings on the mortanic of premises, and any sums of money so all the add of the impaid balance of this independences.

the side of the second property is being considered and that a perfect the short during the first of all being and enough the second being free of all being and enough the second terminal property.

covered taken they will execute such further assurances as may be requisite.

Engether which wildings and improvements thereon, and the rights roads, ways, a gradient and the rights roads, ways,

In harr and in hald the above described land and premises into the said mortgagee, its successors and assigns, forever, provided that if the said mortgager 5 ... their he so recently administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the afterestid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein the said to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor z may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public bens levied on said property, all which taxes, mortgage debt and interest thereon, the said propagagor z hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

its duly constituted attorney or agent are hereby anthorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of cight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to may it over to the said spectrum to such sale; secondly.

have then matured or not; and as to the balance, to pay it over to the said mortgagor ϵ , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor ϵ , their representatives, heirs or assigns.

And the said mortgagor, 5 , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the

amount of at least Ten Thousand (\$10000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

UEFR 304 PATE 395

mortgagor—to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided: (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Courf may direct: (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagor—, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor—

the mortgage's written consent, or should the same be encombered by the mortgagers, the kream being, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided. (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor .

Attest

William Harman

(SEAL)

(SEAL)

101/41

State of Maryland. Allegany County, to-wit:

I hereby certify, That on this 13th day of

in the year nineteen hundred and fortyx fifty , before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

.urar . Mair and ett i. Thir, and ette,

the said mortgagor—herein and they—acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared——————————————————Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in the form of law that he had the proper authority to make this affidavit as agent for the said or gages.

WITSERS by hand and Noterial Seal the day and year aforesaid.

Notary Public

UBER 304 PAGE 396

FileD AND MCONALD MAY 14" 1934 at 2:30 P.M.

This Anrtgage, Made this

day of

in the year nineteen hundred and $- \mbox{ClCty-Solution}$

, by and between.

of Allegany County. Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the haws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

the second we are from S. Energy, his wife,

September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Tivin B. Bunnaws and Telen E. Bunnaws, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parnel of and known as Lot No. 54 or alleging County, State of Maryland, which said Lot No. 54 is described at "close, to-wit:

BEGINAING for the same at a point along the Northcastenly side of an unnamed street at the end of the second line of Lot No.
of aforesaid Schluni's Addition, which said Lot No. 5 was conveyed by
walter P. Schlund, Executors, et al, to Thomas Maus, et ux, by deed
dated July 13, 1931, and recorded among the Land Records of Allegany
County, Maryland, in-Libec 166, folio 98, and running thence along and
with the Northcasterly side of said unnamed street, North 27 degrees
wast 15 feet, thence still with said street, North 52 degrees 15 mingrees 45 minutes East 160 feet, thence parallel to aforesaid street,
Jouth 52 degrees 15 minutes East 134 feet to the rear line of Lot No.
belonging to George E. Button (1941), thence with the rear lines of
Lots 3, 4 and 5, South 68 degrees 25 minutes West 183.9 feet to the
place of beginning. Said unnamed Street is now referred to as Edward
Lyenue.

It being the same property which was conveyed unto the said Mortgagors (as V.E. Burrows and Helen E. Burrows, his wife), by John W. Stark, et ux, by deed dated July 1, 1941, and recorded in Liber 190, folio 444, one of the Land Records of Allegany County.

LIBER 304 PAGE 397

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said ourtgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of \frac{7000}{2000} \frac{70000}{2000} \frac{7000}{2000} \frac{7000}{2000} \frac{7000}{2000} \frac{7000}{2000} \frac{7000}{2000} \frac{7000}{2000} \frac{70000}{2000} \frac{7000}{2000} \frac{7000}{2000} \frac{70000}{2000} \frac{70000}{2000} \frac{70000}{2000} \frac{70000}{2000} \frac{70

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the otortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor onay retain possession of the mortgaged property, upon paying in the oceantime, all taxes, assessments and public liens levied on said property, and on the oceantime, all taxes, assessments

retain possession of the mortgaged property, upon paying in the occantime, all taxes, assessments and public liens levied oo said property, and on the nortgage debt and interest hereby intended to be secured, the said mortgager hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgage as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or Journey 3. http://ex. , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said saic, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moncys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

ANI) the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Forty-Line Hundred Fifty (\$4.250.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their iten or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seai of said mortgagor.

FE

UBER 3(14 3395) Two & Burrows string (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

ATTEST:

I hereby Certify, that on this day of in the year nineteen hundred and before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

ALLEN ALLEN WINE, acknowledged, the foregoing mortgage to be act and deed; and at the same time, before me, also personally appeared President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the The beauty in like manner, make oath that he is the President, and agent or attorney for said contracts and duly authorized by it to make this affidavit.

by written. 9 Notary Public

Des H. Legge atty

FILED AND RECURSED HAY 14"1954 at 2:20 P.M.

JEORDINATION OF TORTHARE

This subordination of mortgate made this 11 day of May, 1954, by the Board of Missions and Church Extension of the Baltimore Annual Conference of the Methodist Church, a body corrorate, duly organized and existing under the laws of the State of Maryland, party of the first part, and First Federal Cavings and Loan Association of Cumberland, a corporation, incorporated under the laws of the United States of America, party of the second part.

Whereas, the party of the first part is the holder of a mortgage from the LaVale Methodist Church, a body corporate, of the State of Maryland dated the 21st day of August, 1951 and recorded among the Mortgage Records of Allegany County, Maryland in Liber 274, folio 348 upon the property therein descriped to secure the sum of 111,500. Lis by reference to Maid ontile will now fully accear as security to said Board of Missions and Church Extension of the Raltimore annual Conference of the Methodist Church.

to described in said mortage (the Lauret 1, 101), to menure the converto described in said mortage (the Lauret 1, 101), to menure the conordial
il, 101. and interest thereon, to the manifest it lone and hards stension
the Letholic to Charco and has so because the cart of the first out to me
clinite at major the original mortage of the first balls
the latin of majority at the Light and at May
are latin of the first art has can enter to do.

With, therefore, this subordination of mortage, $\mathbb{L}^m:=\mathfrak{T}^m$:

That for end in consideration of the tremises and the sum of one tooliar this day aid by the said Lable ethodist Euron of Legacy and May, which to the carty of the first part, the receipt wherear is hereby acknowledged, the said carty of the first part does acreby waive the priorit of the lien of its most are recorded as aforesaid, for '11,500.00 and interest thereon in favor is a most are recorded as aforesaid, for '11,500.00 and interest thereon in favor from the said Lable Methodist Church of a legacy Country, Maryland, to she party of the second part hereto on protectly described in the said mortance to the math of the first part, being located in Lable, allegacy County, Maryland, and described as Lots Bos. 1, 2, 3, 4 and 7.

all those lots, pieces or parcels of land situate, lyin, and being in long's National Highway Third addition, lavale, allerany County, Paryland described as Lots Nos. 1, 2, 3, 4 and 7, which said lots are more particularly described as follows, to-wit:

Lots Nos. 1, 2, 3 and 4:

Beginning at a peg on the North side of the National Highway at the intersection of said Highway with the East side of Moodlawn Avenue; and running then with said Highway, North 43 degrees 35 minutes East 200 feet; then North 46 degrees 30 minutes West 200 feet to an alley; then with said alley, South 43 degrees 35 minutes East 200 feet to the easterly side of Moodlawn Avenue; and then with said avenue, South 46 degrees 30 minutes East 200 feet to the place of beginning.

Lot No. 7:

Beginning at a peg on the east side of Woodlawn Avenue at the intersection of said Avenue with the North side of an alley; and running then with said Avenue, North 46 degrees 30 minutes West 50 feet; then North 43 degrees 45 minutes East 100 feet; then South 46 degrees 30 minutes East 49.6 feet to said alley; and with said alley South 43 degrees 35 minutes West 100 feet to the beginning.

UBER 304 PAGE 400

Fig. the same property which was conveyed unto the LaVile Methodist exect, Inc. y two deeds of Myrtle .. Long dated February 16, 1948, recorded in a or 219, 1910, 667, and Liber 219, folio 670 .11- any county Land ecords.

the ad an intent that as between the cart, of the first ract, its successors and sime, the aforeall most rage for 350, % of conditional here things the the continue relationship only of the first cost with all the wishes and remains for the continue costs of the first cost with all the wishes and interest and interest, in the consumnt tien, especially as to mindical and interest and interest, in the cost of the continue costs, in the cost of the continue costs, in the cost of the continue costs of the cost of the cos

In testimony whereas, the Board of Mi s instand Course stemsion of the time annual inference of the Methodist bare has caused the exceeding E. Granston Riggin its resident, and its common each to be because iffice, to say only man above risten.

Total Control of the sident of

annual Conference of the Methodist Church, and acknowledged the aforegoing sub-

AR Athers my hand and Notarial Seal the day and year first above written.

Control of The Indian

Claren & Dinger

UBER 304 PAGE 401

Compared in Ecolo !

Filed AND McCommed may 14" 1994 at 2:10 P.m.

This Mortgage, Made this 1424 day of

nor of . Total at the form of the con-

1 1

- County, in the State of

to 5 of the tract, and

County, in the State of _____r.

of the second part, WITNESSUTH:

Milbercas, in the latest and the management of the contract of

part part at a could at the late of Two Account ive maked (, the

rater the transfer of the deal interest at the rate of rate was

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second wort, its

icos and assigns, the following property, to-wit:

All those lots, pieces or parcels of land situated on Lexington Avenue, Cumberland, Maryland, and known and distinguished as Lots Nos. 39, 36 and 37 in "Malsh's Addition to South Cumberland, Md.," a plat of which Addition is recorded amon the Land Records of Allegany County, Haryland, in Plat Case, Box 98, and which said lots front approximately thirty-two and five sinths feet each on Lexington Avenue, and each extends back an even width a distance of approximately one hundred and twenty feet an alley, and which said lots are more particularly

also to the leaser than also to the also to is to Join those and recents: the afternal land tecords in Liber to. , n/r tel, -c. The last of the complete lilling. Asi, freeder, to eerds; we also The Edition to the special property in the second second all, Ear, a leveled by differ 8. Tr, helic 715, had a said However, No. 1. 1. 2000 Clast, 1. Explored the in the . The control plat, the state of the de installation. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. heirs, executors, administrators or assigns, do and shall pay to the said party of the seasy, frant, its executor of administrator or assigns, the aforesaid sum of are military of the control of the together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said. parties if the lirst part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. parties i the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said_ party of the second part, its hatequecumspatententors and assigns, or_ Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,

to the payment of all moneys owing under this mortgage, whether the same shall have been then

assured or not; and as to the balance, to pay it over to the said $r \in r$ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor , it is representatives, heirs or assigns. Hild the said further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgaged or assigns, the improvements on the hereby mortgaged land to the amount of at least ed to cause the policy or pulletes issued therefor to be of caused or endorsed, as in case of fires, to muc to the benefit of the mort sigee , helps or assigns, to the extent their hen or claim hereunder, and to place such policy or policies for the 2th response ion of the mortgagees, or the mortgagee may effect and insurance and collect the premiums thereon with interest as part of the mortgage debt... Illitness, the land and a coof and mortgagor . . Atterio Les Mi And . Mark Berner (SEAL) State of Maryland, Allegang County, to-wit: I hereby certify. That we thin in the year nineteen Hundred and Fifty , before me, the subscriber, a Netary Public of the State of Maryland, in and for said County, personally appeared 'and ____ acknowledged the aforegoing a congage to be act and deed; and at the same time before me also personally appeared Jan J. Meins n, Wee from ent of The Liberty the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth, and that we is to like restraint of calle on the same all authorized by it to be a this at idevit. WIT ESSamy hand and Notarial Seal the day and year aforesaid. James M. Lorley Notary Public.

LIBER 304 PAGE 404

Filed And mcCo. Comb mAY 14" 1954 at 8:30 A.m.						
This	Mortgage, Ma	de this 130	day of	Liay -		
in the yea	ar Nineteen Hundred and	Fifty - Tour		, by and between		
وللتأثير للك وشميل وما للقادمة المناه المالية المالية المالية						
ol		County _c i	in the State of	de proposition of the second		
retion, In	of the first part, hereing acorporated, a corporation ounty, in the State of M. SETH:	incorporated under th	ie laws of the	State of Maryland, of		

The recommendation of the control of the property of which said sum the mortgagor () agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

Cabecars, the said mortgagee has this day loaned to the said mortgagor _ , the sum of

By the payments of SI..TY (.60.00) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order; (4) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of and advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the followang described property, to-wit: Purcel of land situated in City of Cumberland, allowany County, State of Maryland, and particularly described as follows:

9 of a number list hts Amaltion as shown on map, plat case No. 150.

designation for the same at an iron pipe stake standing on the sesterly side of mid tewood avenue, said stake stands North a decrees of minutes west 107 feet from the wortheesterly intersoution of outil street litt his ew of avenue, and continuing thence I'm the masterly side of Midrewood Avenue, North 2 degrees 51 minutes wast TH feet to an iron pipe stuke, thence at right angles to Ridgewood Avenue, South 87 degrees 9 minutes East 185 feet to the Westerly side of a 15 foot alley, thence with said alley South ? degr es 51 degrees west 38 feet to an iron pipe stake, thence North 87 degrees 9 minutes west 185 feet to the BEGINNING.

This being the same property which was conveyed by Clyde 5. Slider and Catherine L. Slider, his wife, unto the said

UBER 304 PAGE 405

of real and when and Winish C. . Lor, the little, by Lond determined in 1800, the real right among the Land Resorts of all many C. . not, Monytonia. In Liver 180, Tolio 304.

The acrys described and ray is presently imposed on a function of six resmands that the date of the resonant articles and rest.

The perpose of this loan is to remain the limits of the second terms of the second ter

it is seven enter and prove by the parties nor to test is morth to may secure fathe betances to be made at the morth of its parties, or in to the full payment of the mortgage test can not to write a in the argregate the cum of give Hendred (well, pollurs, nor to the in un emunt arish and more the mortgage sebt exceed the chimal and and to read, as environ by artist of, resting 2, or the solution of Maryland.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagors, their, heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the fart to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors—may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors—hereby covenant—to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor S their representatives, heirs or assigns.

UDER 304 PAGE 406

And the sad mortgager . 11-12 heirs, executors, adminstrators and assigns further covenant with the mortgager, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

AND THERTY-ONE DULLMAN & LITTLE CONT. results approved by the mortgages, and to deliver all policies of insurance thereon as and also it issued and the premium receipts thesefor to the mortgages, to whom the said policies shall shade payable as their interest may appear: (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after which may be assessed or levied or imposed upon the said premises within at least thirty days after the circulation of the payable, and to produce the receipts for such payments within that time to he contraged: (3) and in the event of any failure to effect and pay for such insurance or to pay with times a dare reals and assessments as aforesaid, or any part thereof, that then a dariesther or any of the such that or gagge may effect and pay for such insurance and pay such taxes, water-act, and the corpage may effect ad pay for such insurance and pay such taxes, water-act, and assessments, and the sum or sums so paid shall be desired a part of the principal debt begins becaused and scale form interest at the same rate, and the same shall be immediately due and the contradictions with and in the same naturer as the said oring pad debt: (1) to permit, and or either no waste, re-pairment or deterioration of said proporty, or any part thereof, and the feature of the market or engaged 5 to keep the buildings up said property or only part thereof, and The finding of the nortgagon 8 to keep the buildings on and property or any part thereof, and have cortgagon and demand the involute repair of said buildings or an increase of the The contradice is an demand the increduate repair of said limidings or an increase of the figure to ecurity, or the insuradiate repayment of the dear in relay secured, and the failure of the the a treath of the reathage, and at the option of the mortgage, inmediately mature the enthe period and interest bereby secured, and the mortizage of all without notice, institute proceedings to interest the mortizage, and apply for the appointment of a receiver, as herematter providdecrease this contigues, and appeared the appointment of a receiver, as neromatter provided the holder of this contage in any action to forecase it, shall be entitled twithout regard pole indequacy of any security for the debt) to the appointment of a receiver to collect the rents and provides and account therefor as the Court way direct; (6) that should the title that provised said promises and account increase as the count was direct; for that should me true to the kerein cortgaged property be acquired by any person, persons, partnership or corporate, other than the mortgager | by columnary or involuntary grant or assignment, or in any other manner without the mortgager's written consent, then the whole of said principal som than an reductely become due and owing as become provided: (7) that the whole of said mort-tage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as berein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgages may and at he foresher this mort sign,

Illituess, the hand a diseal of the said mortgager ...

Revalued Crather Stands 1. 11 (SEAL) Vivian J. Reads (SEAL)

state of Maryland, Allegany County, to-wit:

I hereby certify, That on this 135 day of

in the year nineteen hundred and fifty frour subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Car 6s A. heech and Vivian C. heech, his wife,

he said mortgagor S herein and they acknowledged the aforegoing mortgage to be their ct and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Autornia and in the within named mortgagee and made oath in due form of law, that the The within named mortgagee and made oath in due form of law, that the form of law that the form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WINESS my hand and Notarial Seal the day and year aforesaid.

Rosacie a. Craffice
Notary Public.

UBER 304 PAGE 407

. Tes A Legge atty City

FILED AND ECCURDED MAY 14" 1954 at 2:20 P.m.

This Martgage, Made this 14th day of Mey in the

year Nincteen Hundred and Forey Fifty-four by and between LaVale Methodist Church, a Maryland corporation, and Quinter H. Fike, David P. loodfellow, Louis V. Shinnamon and illiand. Barger constituting the Board of Trustees of the Layale Methodi t Church, a Partyland corporation,

of ______ County, in the State of _____ Maryland

parties of the first part, hereinafter called mortgagors and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, here natter called mortgages, WITNESSETH:

Whereas, the said mortgagee has this day located to the said mortgagers at the sound 15 SE Fifty Thousand & 00/100 - - - - - - (250,000.00) - - - - - - - - - Dollars. which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, of the date of 42 per cent, per annum, in the manner following:

By the payment of Three Hundred Eighty-two & 50/100 - (2522.50) - - Dollars, on or before the first day of the harders are mouth from the date hereof, until the whole at said and the said a stallment of the late of the horsess shall be computed by the common routh. It payment of interest (2) to the result of all exess, water rent, assessments or public thought of every matter and described. The said formado insurance premiums and other said or incipal sum. The due execution of this norther we having been a condition precedent to the grant my of said advance.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand local, and in-order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor 5 do give, grant bargam and sell, convey, not described property, to-wit: 550(50)

all those lots, pieces or parcels of land situate, lying and being in ong's National Highway Third addition, LaVale, Allegany County, Maryland, desgnated as Lots Nos. 1, 2, 3, 4 and 7, which said lots are more particularly lescribed as follows, to-wit:

Lots Nos. 1, 2, 3 and 4:

Beginning at a peg on the North side of the National Highway at the intersection of said Highway with the East side of Woodlawn Avenue; and running then with said Highway, North 43 degrees 35 minutes East 200 feet; then North 46 degrees 30 minutes West 200 feet to an alley; then with said alley, South 43 degrees 35 minutes west 200 feet to the easterly side of Woodlawn Avenue; and then with said Avenue, South 46 degrees 30 minutes East 200 feet to the place of beginning.

Lot No. 7:

200 \$

Same

200

Na tarin jal

Beginning at a peg on the east side of Woodlawn Avenue at the intersection of said Avenue with the North side of an alley; and running then with said Avenue, North 46 dagrees 30 minutes West 50 feet; then North 43 degress 45 minutes East 100 feet; then South 46 degress 30 minutes East 49.6 feet to said alley; and with said allsy South 43 degrees 35 minutes wast 100 feet to the beginning.

The parties of the first part do hereby grant unto the party of the second part, its successors and assigns, the full and free right to use a sawer running

along National Highway and Moodlaan avenue in connection with their use and occurancy of the property hereinbefore conveyed.

Being the same property which was conveyed unto the LaVale Methodist Church, Inc. by two deeds of Myrtle a. Long dated February 16, 1948, recorded in Liber 219, folio 607, and Liber 219, folio 670 allegany County Land Records.

It is agreed that the Mortgagee may at its option advance sums of money at anytune for the proof of premions on any Lite Insurance policy assay of to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this idebtedness, and any sums of money so advanced shall be added to the unpaid balance of this policedness.

The Wortgagor \$ coverant to maintain all buildings, structures and improvements now or at at time on said provises, and every part thereof, in good repair and condition, so that the annesshall be sat starter to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cross to be made all needful and proper replacements, repairs, renewals, and prove to a so that the efficiency of said property, half be maintained.

It gives a that the Mortgage comment its obtain advance sums of money at any time for the export and improvement of buildings on the nourgaged premises, and any sums of money so any good shall be asked to the magnet believe of this materialness.

The said mortgager's hereby warrant generally to, and revenant with the sed mortgager that the above described property is improved as herein stated and that a perfect fee simple 10% is roughly before of all liens and encombrances, sheep for this mortgage, and do second that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appearenances thereunto belonging or in anywise appertaining.

Un have and in hold the above described land and premises into the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers . their beirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor 8 may public liens levied on said property, upon paying in the meantime, all taxes, assessments and mortgagor 5 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to the said mortgagor s. their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mort are or note or in any

UEIR 304 PAGE 409

other way from the indebtedness secured by this mortgage; (2) to permit, commit or sutter no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagor—, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagoe's written consent, or should the same be encumbered by the mortgagor—— than the

the mortgagee's written consent, or should the same be encumbered by the mortgager. The refers, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided. (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after obtaint in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withrss, the handsand seals of the said moving or -.

121-1-1-1-1 (SEAL) (SEAL) Wartell Haines, State of Maryland, Allegang County, to-wit: I hereby certify, That on this _____day of __ in the year nimeteen hundred and formy Fifty-four ____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared oavid 1. Doodfellow, resident of LaVale Methodist Church, a Maryland corporation, and he acknowledged the afor roing instrument of writing to be its corporate act, also room I v are red David r. Doodfell s, the said mortgagor s herein and they acknowledged the aforegoing mortgage to be their act Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said UBLINE MAN hand and Startal Sauthe doc and year aforesaid. Notary Public CT . . DF MATYLAND ALL. JANY COUNTY I HEREBY CERTIFY, that on this _ day of __ me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared J. D. Paddleford, Coyle H. O'Neal, Floyd V. Cozad, Harry G. and W. Ardell Haines Sr. and William R. Welsh/ consisting ort of the Trustees of the LaVale

1612 3014 For 110



To Cumberland +

LONG'S NATIONAL HIGHWAY THIRD ADDITION AVALE, MARYLAND.

red and Maked Baseau & My My Oldliwn Md

FILED AND ECONDED MAY 14" 1994 at 2:30 P.m.

THIS MCHIGAGE, Made onto 12th say of May, in the year Hideleen Contracts and Fifty-Four, by and between twin by improve and Mare. A. Ambroue, his wife, or Waterforton in the St. Televier Columnia, but temporarily in a significant County, in the Joseph of Many and, hardinaries to see Youngagons, parties of the County part, and George P. Devis and Mitteria J. Devis, but wife, and Allegany County, in the State of Many and, hereinafter has an Minimal County, by the State of Many and, hereinafter has an Minimal County, in the State of Many and, hereinafter has an Minimal County, in the State of Many and, hereinafter has an Minimal County, by the State of Many and, hereinafter has an Minimal County.

Indebted anto the said Mortgageet in the full sum of dixteen Thousand Tive Sundred (\$16.5 ...) to land, together with the interest thereon at the rate of Four per centum (49) per summer. Indicated thereon at the rate of Four per centum (49) per summer. Indicated the payable semi-annually at the rate of provided, in addition to the payment of the interest as herein provided, the said Mortgagors hereby revenunt and agree to make a payment in the principal indebtedness of not less than Iwo Thousand (\$2.000.0) Dollars at the expiration of six months from the date of this Mortgage, then beginning three years from the date of this Mortgage, then beginning three years from the date of this Mortgage to said Mortgagors agree to pay not less than Five Humined (\$500.00) Dollars on account of the principal indebtedness at each six-month period, paying, of course, in the meantime the interest thereon semi-annually at the rate aforesaid.

This Mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW, THEREFORE, this Mortgage witnesseth that, in consideration of the premises and the sum of One Dollar (\$1.00) in hand paid, the said Mortgagors do hereby bargain and sell, give,

chant, honvey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot, piece or parcel of ground lying and being in Election District No. a in A lexany County, Maryland, and known is a part of 'Kellry's Resurvey on New Cumnock', and more particularly described as follows:

PEGINNING for the same at a stake standing at the black attends of the dist Early of Fown Creek, said stake stands also income not of a reference line drawn South Edd degree; East 3.3 feet from the end of the first line of a deed from Wilbert Lepley, at ux, at al, to Clarence T. Ponter, at ux, et al, dated September 2. 32, and response among the Land Records of Allegany County, by last and maning trence North Lidegrees west to feet to a stake; then a state in one Yorkhold feet to a stake; then else in the state of the plane of beginning trence Jouth Religious West 12 feet to a stake; then else in the plane of beginning profits in a character.

That tent, liters on pame of ground ying one teint in Election District No. E in Allegany County, Many and, and anowal as parts of "Kelley's Persovey on New Commode" and more suctionary set of hed as follows:

PART : BEGINNING for the same at a stake standing begine we fed E m sapings on the East bank of Town Creek at a mild of feet below 'Eu . Ring Rock' and at the end of 156 feet on the 47th line of the original tract known as "Kelley's Resurvey on N w Cumnock' originally surveyed by John Schaidt, Surveyor of A .ogary County, Maryland, on December 5, 1895; said point of teginning being also at the end of the 63rd 'ine of a certain 546.7-and thant (a pant of Kelley's Resurvey on New Cumnock) which was conveyed by wilbort Lepley, et ux, et al, to George P. Davis, et ux, by deed dated December 9, 1950, and recorded in Tiber EC, folio 363, one of the Land Records of Allerary County, Maryland, and running theree reversing the 63rd, 62nd, 61st, 60th, 59th, 53th, 57th, 56th, 55th, 54th, 53rd, 52nd, 51st, 50th, 49th, and part of the 48th lines thereof, as follows:

(1) North 27½ degrees West 295 feet; (2) North 46 iegrees West 306 feet, (3) North 73 degrees West 250 feet, (4) North 64½ degrees West 500 feet, (5) North 69 degrees West 400 feet, (6) North 66½ degrees West 290 feet, (7) North 88 degrees West 157 feet to the sharp curve on said Town Creek near a rock cliff, (8) still with Town Creek, North 33 degrees East 438 feet, (9) North

100

El pagner Eart 290 feet. () North 51 degreed Eart + 2 feet. (1) North 77 segress East 15 feet, (11) North 44 degrees Equ fine. (10) North if degrees East < 6 feet. (4) North 24; 11 mm. W. + 5' (a. +, (15) Mart 1. 122000 APT 1. 12000 I do to of an a discount Town Cook . (- Now home serve I demind incoming of the implication and a model was for a CARRY CHAIR pared of any from Wither Lep by. 1 x. to 1 9 Williamston, H., et .x. toni, perest september . Brown to the committee to more only representing the Asp. which are in a charact (TV) North and topole than the care, (TV) Kings the committee of both () so the few the contractions in Clear, (T) thence by Town Cocek, North 5 degrees were the to the torinning point of a pime of land nothing a by Wilter Tep ey, ot ux, et ol, to C arence T. Power, or ux, it a . .y send dated the With day of Shptember, 1979, in reconsect to fitter . 13. 10.10 54 among the aforesaid and renorms, sail point being tiso at the end of the 4 od time of the hendinherous pontinger 547.7-ann man' conveyed to George P. Dav's, 117, by seen a or and menon es as administrative themen reventing the . . . 4 mg. 1 a . 4 th. 1955. 37th. 37th. 36th. 15th. 14th, 17th, 201 and 3.5t lines of said position of the whole street as follows: () North 14 America East . 74 fret, (22) North . 1/2 1607000 Enst 50. Pert, (23) North 3 unriges East 410 feet. (24) North 2 degrees East 15. feet, (25) North / degrees East 15. feet, (26) North 28 deree: Edst 450 Sect. (37) North 53} degree: Inst 114 Peet, (12) North "3] logrees East .28 feet, (20) North 6. degrees East 240 feet, (30) Month 70% dogment East, 10 feet. (31) North 98-3/4 19greet East 215 feet, (30) South 68 degrees East 198 feet, (41) jouth 54% degrees Eart 241 feet to a clump of Sycamore sapting: on the South bank of Town Creek: (34) South 381 decrees East 350 feet, more or each to a Red Sugar sapling on the South Bank of Town Oracle (35) than Innesting hald brook, South 8) degrees East 200 feet, more or less, to the end of the 29th line of the configuration to "Kerrey's Resurvey on New Cumnock', (36) thence by the 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st and 42nd lines thereof as follows: South $47\frac{1}{4}$ degrees East 4/0 feet, (37) South $23\frac{1}{4}$ degrees East 1072.5 feet, (35) South $69\frac{1}{4}$ degrees East 1221 feet, (39) North 27-3/4 degrees East 66 feet, (40) South 83-3/4 degrees East 239 feet, (41) South $44\frac{1}{6}$ degrees East 1493 feet, (42) South 641 degrees West 82.5 feet, (43) South 18-3/4 degrees West 1221 feet, (44) South 55-3/4 deThese was all feet, (45) North orgungrees West 19.5 feet, (46)

Could be a degrees Earl S. offeet, (4) Month 50; algrees West

for feet. (4) South 51-04 degrees word 75% thet. (49) thenne

if the discretion of the office office. Joint, 4-1 market

the Could office discretion of the office of the office of the office of Could office.

The Could office of the discretion of the office office of the office of the office of the office of the office office of the of

(p) the state of the contract of the contract of the first of the contract of

while we wis wife , got in one of the for a company some many

TART : BUGINNING for the park at a Synamone stuff standing on the Wasterly margin of the Pank Forse Team' at the not if the feet in the Land line of the onlying thank known as Ye ley's Resurvey on New Camponk and running themre with the remaining of said line () North to degrees last to feet to a Write Cak thee (. x nutrhes) .tanaing on a steep point of a hi. on the East side of a County mad leading from Town Comex to Cita cown, themse with the 14th. 5th. 6th, 7th. .dir and hast of the ings of sali origina, trant. (2) South 1/2 degrees East 55 fret, (3) Bruth 5 } regrees East 3d feet to a point South 1 degrees East 40.9 feet from a large White Cak marker with 5 notches standing on the North edge of a mode; (4) South 30% degrees West ne feet, (5) South 55% degrees West 59% feet to a small bounded White Cak, (b) South 26 degrees East (42.5 feet to the end of the first line of a tract halled 'Creek Farm' (resurveyed for Isras. Mayberry, November L. 1994): (?) and running thence South 23-374 degrees West 48; feet to the Southerly mangin of the 'Pack Horse Road , (8) thence by the Southerly margin of said Fack Horse Road, and by the meandering course of said road to the beginning; containing of acres, more or less.

It being part of the original tract called "New Cumnock Resurveyed" which with a contiguous vacancy added thereto was resurveyed for Christopher Kelley by virtue of a special Warrant of Resurvey granted out of the Land Office of Maryland to John Schaidt, Surveyor for Allegany County, Maryland, in the year 1885.

ALSO: All that tract, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as a part of "Kelley's Resurvey on New Cumnock", and

move paw ind any less tires as the worth

П

REGINNING for the first twonty-two lines of all. and the transitions part of the twenty which the the east and use. with the townsamy then of this life at-living temps for a and the marker C.Y. High purchas notice as where he to which English Cake the state of come by service en all the best bullet prist of the strong's New Carpers Peter P. . Three . . With form that form matrices recovery forms and form Transaction and the first transaction of the (Trave error of free from indica Main Draw Colow bit Down (Monte of Browner State of these sold to we stone have the and N.M. and M.A. and M.A. Heaper vive y in the Machillock inequal o and the new world the first and the control of and the control of the control o where it is asset with the tree that, it being also the beginning the of a than of and had Blooming Plains . resurveyed for Jinn J. Jarob, December 35, 176. (4) North Edge 4 degener Sail is thet to a large White Car tree, in content the work, (5) Monte 1-1 4 ungrees dast that feet to a stone marks 15 . (* Moret 1-1 4 sevenes East to 1 Seet to 1 Sma . Its Cax. (1) North 1 -- 1 serves wast put feet to a Pine thee (blockes). (1) Month . . segree Gast 5:5 feet, then leaving Flooring Flains ont oil with the original, (7) North $\epsilon/1$ iegrees East in feet to a noth: on the East side of the aforesaid County Road, () North 454 de- 1 grees East 990 feet to a Pine snag, pointed out as the corner, (ii) North 20-5/4 degrees East .Qff.5 feet, (.) Bouth 11 degrees East 4,5 feet to a planted atone 12 (.3) South 3/2 degrees East 250.5 feet to the third line of a tract called 'Inverted Gun'. (.4) South 3:1 degrees West 8/ feet to the beginning of said thirm line, (.5) South 23% degrees West 206 feet to the eighth line of a former origina, called 'new Cumnock' (Resurveyer for John Mitchell May 2nd, 1809), and with said eighth line corrected, (16) South Sol degrees East 18..5 feet to the eleventh and last line of the aforesaid thact 'Invented Gun' and with the lines thereof reversed, (./) North 35-3/4 degrees East 123.5 feet to the beginning of said eleventh line, (:3) North 34-3/4 degrees East 181.5 feet to the thirteenth line of the present original, and with it, (19) South 5/2 degrees East 254 feet to the ninth line of 'New Cumnock' (20) North 32 degrees East 1335.5 feet to the end of said ninth line, (21) North 41 degrees East 520 feet to a stone pile, (22) South 80 degrees East 198 feet to a stone at the foot of and on the East side of Stratford Ridge; then leaving the lines of the former

ring and still with lines of present origina , (24) North to threading of the total arre Syramore atump 1; the Westward the horse of the Pank Dons. Poat; thence by new invision ines along the Sputherry markin of said Park Forse' Road the To lowing rix courses and distances: (.4) South of degrees East one for the intersection of a provate road with said Park The Programmy (6) sharp to permeadeur in feet, (at) south en Partieri Britania (2011) John 55 Jermees East 4 feet. Source to the medical Cart Cart (12) Court (12) court not be wish the of a case of any conveye. ly w. com Tapley and F. en Tapley, his with, and Morte Kennel act Fall no Menne , the wire, the Clin Medities of ux, et al., to seen latti in tem $t \sim -\infty$, and in y extrict though the large reserves of Surerany Clanty, Mary and, thence reserving said ories ine, (+) Introduce 4 regions west as feel to the tegranism the early and strang hereto 50 feet to the approximate entre of fown Greek; themse by sain dentre line the following ininteer Thereses and ultran es; (1.) North $54\frac{1}{2}$ degrees West 4. Seet. (4.) North to legrees west and free, (13) South 65-5/4 Jernees West 15 Met, (44) 3-uph 64 degrees West 19 feet, (35) South 6. seroses wear int feet, (sh) South 43} degrees West .28 feet, (sh) Futh 5st cearees West . 73 feet, (38) South 28t degrees West 45. :eet, (19) South 1/2 segrees West (5) feet, (40) South_20 degrees West 5 feet, (4) South 3. degrees West 400 feet, (42) South and degrees West 500 feet, (43) South 14 legrees West .74 feet to the Vintheast normer of the paine, of land conveyed by Wilbert Lepley, et ux. et a., to Clarence T. Porter, et ux, et al, by beed cates the 30th day of September, 1949, and recorded in Liber 227, folio 54, one of the Land Records of Allegany County, Maryland: thence by said and (44) North 87 degrees West 208.6 feet to a stake on a hill side, (45) South 3 degrees West 220.6 feet to a stake; thence by second parcel conveyed by Wilbert Lepley, et ux, et al, to Clarence T. Porter, et ux, et al, (46) South 7-3/4 degrees East 203.5 feet to a stake above a road; (47) South 87 degrees East 208.6 feet to Town Creek; thence by centre line of Town Creek the following sixteen courses and distances: (48) South 1 degree West 1206 feet to the South side of an old ford on said Town Creek (49) South 36 degrees East 339 feet, (50) South 282 degrees East 350 feet, (51) 3outh 10 degrees West 326 feet, (52) 3outh 44 degrees West 400 feet, (53) South $27\frac{1}{2}$ degrees West 150 feet, (54) South 51 degrees West 327 feet, (55) South 83 degrees West 389 feet, (56) South 33 degrees West 438 feet, (57) South 88 degrees

Rast 15% feet, (5%) South obj merrees East 24% feet, (5%) louth by settrees East 40% feet, (50) South 645 Server Lago 500 feet. (OI) South 15 degrees East 250 feet, (62) South 40 segrees East of flet, (bs) South 9/g jegrees Hast 2/5 feet to the shu of the feet on the 47th line of the whole the time of the whole the time of the whole the time. hemety conveyed to a pain, and daily continuous election is Journ or, ingrees West of Year Year a few or w seed of hald who a reason teen to be loving the ne the antigine mades, (64) in the Fig. 10 and We manual stane on think of a linepoit mature up: for the Person alloqueals; inches by an integral that is a let fort 74.5 feet to a pranted stone in a mavine, (cr.) Search - 4 and Three and 4.7.9 feet to a stake; thenne leaving filmse Partient . (c) North 45-3/4 Jermens Hast 15.5 fent over a hit, and lown near Town Creez, (54) North /51 Isgree; West 55, feet. (5) Shath state derroes west and feet, (...) To the and epones Writ 24 .5 feet to a itake witnessed by two Write Car an inna and a RHI Cok (4 months a sand) at the end of the late line of . read trailed Eppe" parent dies John Robertson, May tte. 144, (Journ of serve a Wear of the sola point between two Pines and a White Oak, (12) South col degrees East 3.5 feet, (12) North 59-5/4 degrees dast 190 feet, (4) South 1 -4,4 degrees dast 4 c feet to a bounded while Oak twenty feet Nor's of the Pank Horse Road, (75) North $\frac{1}{2}$ -1/4 degree: East 132 feet, (76) South 701 degrees East 40% feet, (//) South 6-3/4 degrees West 330 feet to the South edge of a run and South 313 degrees East & feet from a bounded White Pine, (75) South (9-3/4 degrees West 264 feet to a bounded Ironwood sap ing, (7) North 24-3/4 degrees West 29' feet. (50) North 78-3/4 degroes West 462 feet, (51) South 79-3/4 degrees West 709.5 feet to a bounded Gum on the South side of a run ani about o feel from the foot of a steep hill and near the point thereof; an original call of the aforesaid tract called Hope', (82) South 54-3/4 degrees West 231 feet, (83) South $42\frac{1}{4}$ degrees West 231 feet, (34) North $22\frac{1}{4}$ degrees West 264 feet to stones between a Black Oak, White Oak and a Hickory an original call of the aforesaid tract "Hope" and pointed out by Isracl Long and Christopher Kelley, it being the end of the 20th line of a tract called "Mohican" resurveyed January 30th, 1535. (55) North 821 degrees West 39 feet, (86) South 35-3/4 degrees West 1617 feet, (87) South 50-3/4 degrees West 330 feet, (88) North 49 degrees 5 minutes West magnetic as of 1928 or North 55 degrees West true

to the beginning. Containing 546, grees,

It being part of the original treat relied 'New Cumnors is lumbered which with a continuous vacancy added therein was essented for Christophen Kerley by victure of a special Warrant is received a rentral rule of the Tan. Office of Many and to John Stalls. Suvery for a earny County, Many and, in the year essential.

IXC-PTING, TOWERS, from the above described country of the Those party of the restriction of anti-conveyed by The P. India and Minanda J. Davishia wife, by the following the state of the conveying of the conveying of the conveying of the minanda of the conveying of the conveying of the wife, dated on the conveying of the wife, dated July 5, 15%, no recorded in little No. 74%, following the conveying below the first party of the conveying of the conveying below the conveying the conveying and conveying and conveying and conveying and conveying and conveying wife, dated June 44, for it 45%, conveying a narrow strip of the conveying Maniford Real; and Deed to Dona d Canter and Patricia Canter, his wife, dated June 4, 195%, and recorded in Liber 5, folio 175, a left the Land Records of Allegany County, conveying two arrest, more on less.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 925 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and apourtenances thereunto belonging or in anywise appertaining.

PROVIDED That if the said Mortgagors shall pay to the said Mortgagees the aforesaid sum of Sixteen Thousand Five Hundred (\$.5,500.00) Dollars, and in the meantime shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said Mortgage

nersement, coverant or condition of this montgage, aren the enside montgage debt shall at once become the and payable, and at
uny size thereafter either the self Vortragees on George 3. Purchasely on y constitute, attorney on agent, is person authorization
their outy constitute, attorney on agent, is person authorization
the property person manufact, and to convey the same to repurchase on purchased thereof. Table property into a consequentic after giving as self twenty againstice of the size, and
therefore una terms of twenty againstice of the size, and
therefore any series of twenty againstice of the size, and
therefore any one of the self twenty againstice of the size
therefore any series of twenty againstice of the size of the size
therefore, and there privately are put to y, who are while one in
the inventent property, at may be deemed advisable by the person
termine.

Plast, in the payments of all expenses incident to such as e. Including taxes, and a commission of eight per cent to the namely
making said sale; secondary, to the payment of all mortes due inst
payable under this martrage including interest on the mortesce
uebt to the date of the ratification of the suffice a reports and
color, to pay the talance to the said Mortagoos. In case of
advectionment under the those power, but no able, use expenses

The self-Montgarrow in Except coverent and action that the, will us a 1 stone during the life of this Montgage on piths improvements on the horder described property. Including the funces, and all the but buildings on self-premises repaired and in good shape, and will generally maintain the property hereby normalized in tool remission at the climal further the life of this Mortgage.

AND the said Mortgagors further obvenant to insure forthwith, and pending the existence of this mortgage, to keep indured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least

and to cause the policy or policies issued therefor to be an framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in thepossession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of the said Mortgagors the

DEFR 304 PAGE 420 my smilyear above well-ten. Tronge Potry her Ewin B Combrace Vigore de describe 1. TABLE TO WAY OF I FESTERY CERTIFY, that on this // th day of May. . one year. 154, refore me, the nutur-ther, a fictory Public of the Date of Nary on, in and for tald Sounty, persons by supeares. anyin B. Ambroar and Mabe. A. Ambrose, his wife, the within home: Remarkable, and weeknewly sket the foregoing mortgage to the uneingapentive not and used. Shi at the same time, before me, a so persons y appeared George F. David and Michaia . Davis, his wife. the within named Montgagees, and made path in sue form of law that the consideration in said montrage is thus and bons fire as sterein was forch. WITNESS my rang and Notherla: [eq.] the day and year ast above writtens

736

rell and Mulled Drivered &

FILED AND RECORDED MAY 14" 1954 at 2:30 P.M.

of May, 1954, by The Libert; Thust Company of Cumberlan', Many-

Thinty Thousand (\$30,000.00) Dollars, together with the necessary as will be seen by reference thereon, and

WHEREAS. The Liberty Trust Company of Combeniand, Hary-land, has now been paid in full for all sums of money due unto it under said Mortgage, both as to principal and interest, and now desires to release all of its right, title, interest, claim and demand in and to any further payment under said Mortgage, both as to Principal and interest as it, the said The Liberty Trust Company, has been paid in full.

NOW, THEREFORE, in consideration of the premises and the payment unto the said The Liberty Trust Company of all indebtedness due unto it under said Mortgage, both as to principal and interest, the said The Liberty Trust Company of Cumberland. Maryland, does hereby release and discharge all right, title, interest, claim and demand in and to the Mortgage aforesaid. It being distinctly understood, however, that this Release on the part of The Liberty Trust Company shall in no way affect any further lien of the said The Cumberland Savings Bank of Cumberland Maryland under said Mortgage.

WITNESS the signature of Charles A. Piper, President of The Witherty Trust Company of Cumberland, Maryland, and the company harday and year above written.

THE LIBERTY TRUST COMPANY

President

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on the 13 day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally

IRSR 304 PAGE 422

appeared Charles A. Piper, President of The Liberty Trust Company a horporation, and he acknowledged the aforegoing Deed of Release of Montgage to be the act and deed of said comporation, and the said Charles A. Pipe, aid further, in like manner make oath in due form of last that he is the President of said comporation and Buly authorized to make said acknowledgment.

WITNESS my hand and Notabial Seal the day and year

CIU

Beadlisterh Notary Public

Bla P. Danie Oldtur Md

FILED AND RECORDED MAY 14" 1954 at 2:20 P.M.

THIS DEED OF RELEASE, Made this 1974. day of April, 1954, by and between WILBERT LEPLEY and HELEN LEPLEY, his wife, and MERLE MENNELL and PAULINE MENNELL, his wife, of Somerset County, Pennsylvania, parties of the first part, and GEORGE P. DAVIS and MIRANDA J. DAVIS, his wife, of Allegany County, Maryland, parties of the second part.

WITNESSETH:

WHEREAS by deed dated December 9, 1950, and recorded in Liber 232, folio 369, among the Land Records of Allegany County, Maryland, the parties of the first part herein conveyed to the parties of the second part herein, a certain tract of land containing 546.7 acres, more or less, lying and being in Election District No. 2, in Allegany County, Maryland, and known as a part of "Kelley's Resurvey on New Cumnock" and

WHEREAS by deed dated December 27, 1951, and recorded in Liber 237, folio 165, among the Land Records of Allegany County,

Maryland, the parties of the first part herein conveyed to the parties of the second part herein, an additional portion of the original tract known as "Kelley's Resurvey on New Cumnock" described in two (2) parts as containing 436 acres and 37 acres respectively, and

WHEREAS both of the above mentioned conveyances to the parties of the second part herein were made subject to a reservation unto the parties of the first part of all timber standing upon said tracts, together with the right to enter upon said property and to cut and remove the timber standing on the 546.7 acre tract within five (5) years of the date of said deed, and to cut and remove the timber standing on the 436 acre and 37 acre tracts within a period of three (3) years from the date of said deel, and

WHEREAS the above mentioned reservations were made the subject of a certain Agreement dated December 27, 1951, between the parties of the first part and the parties of the second part, which provided further that the parties of the first part herein should have the right to the use of a certain mill site located on said property on the West side of Town Creek, together with an area of approximately 2 acres surrounding said mill site for a period of four (4) years, or until December 27, 1955, for use in connection with the cutting, preparing and processing of timber taken from the hereinbefore mentioned 546.7, 436 and 37 acre tracts, together with the right to haul timber through, over and across parts of said tracts from adjoining properties, and to remove said mill, machinery, tools, motor equipment and personal property located on said property, and

whereas by Deed of Release dated the ______ day of ______, 1953, the parties of the first part herein sold and conveyed unto the parties of the second part herein, all of their interest in the timber previously reserved on the 436 acre tract, and

WHEREAS the parties of the second part now desire to purchase all of the timber standing on the 546.7 acre tract and reserved by the parties of the first part in the aforementioned deed dated December 9, 1950, and recorded in Liber 232, folio 369, one of the Land Records of Allegany County, Maryland, as well as all of the timber standing on the 37 acre tract conveyed

as Fart 2 in the deed of December 27, 1951, and recorded in Liber 237, folio 165, among the Land Records of Allegany County, Maryland, to the end that all of the timber heretofore reserved to the parties of the first part herein, standing on any of the aforementioned three (3) tracts, shall become the sole property of the parties of the second part, and the right to the use of the mill site and to the use of the land of the parties of the second part for the transportation of timber to said mill shall terminate.

NOW, THEREFORE, THIS DEED OF RELEASE WITNESSETH:

THAT for and in consideration of the premises and of the sum of Two Hundred and Twenty-Five Dollars (\$225.00), and other good and valuable considerations, the receipt of which is nereby acknowledged, the parties of the first part do hereby give, grant, bargain and sell, release, convey, quit-claim and confirm unto the said parties of the second part, their heirs and assigns, all of the timber, whether, saw timber, prop timber or pulpwood standing on the following described property:

- (1) All that tract, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as a part of "Kelley's Resurvey on New Cumnock", containing 37 acres, more or less, and described as Part 2 in a certain deed from WILBERT LEPLEY, ET UX, ET AL, to GEORGE P. DAVIS, ET UX, dated December 27, 1951, and recorded in Liber 237, folio 165, among the Land Records of Allegany County, Maryland, to which said deed specific reference is hereby made for a more particular description of the tract upon which the timber is located.
- (2) All that tract, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as a part of "Kelley's Resurvey on New Cumnock", containing 546.7 acres, more or less, and described in a certain deed dated December 9, 1950, from WILBERT LEPLEY, ET UX, ET AL, to GEORGE P. DAVIS, ET UX, and recorded in Liber 252, folio 369, among the Land Records of Allegany County, Maryland, to which said deed specific reference is hereby made for a more particular description of the tract upon which the timber is located.
- (3) All of the rights, privileges and benefits of the covenants and agreements contained in a certain Agreement dated December 27, 1951, from GEORGE P. DAVIS and MIRANDA J. DAVIS

V 40 1

his wife, to WILBERT LEPLEY and MERLE KENNELL, relating to the use of the property of the said GEORGE P. DAVIS, ET UX, except that the said WILBERT LEPLEY and MERLE KENNELL shall have the right to remove the mill machinery, tools, motor equipment and personal property owned by them, and presently located on the said land within a period of 60 days from the date hereof.

The parties of the first part herein do further release, convey and set over to the parties of the second part, their heirs and assigns, all of the rights to cut said timber, as well as rights of access thereto over said property reserved and excepted in said deed, it being the intention of this conveyance to vest in the parties of the second part the fee simple title to all of said 546.7 and 37 acre tracts, free, clear and discharged of the rights reserved and excepted in said deeds of December 27, 1951, and December 9, 1950.

TO HAVE AND TO HOLD the above granted property unto the said GEORGE P. DAVIS and MIRANDA J. DAVIS, his wife, as tenants by the entireties, and to the survivor of them, his, her or their neirs and assigns, forever in fee simple.

WITNESS the hands and seals of the parties of the first part the day and year first above written.

WITHESS:

| Cutin Dong Helen Lepley (SEAL
| STATE OF PENNSYLVANIA, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, That on this Joseph day of April, 1954, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Somerset County, personally appeared WILBERT LEPLEY and HELEN LEPLEY, his wife, and MERLE KENNELL and PAULINE KENNELL, his wife, and acknowledged the within and aroregoing Deed of Release to be their respective act and deed.

WITNESS my hand and Notarial Seal.

MOTARY PUBLIC.

MY COMMISSION EXPIRES: Jel. 67. 1988

May 2 + 11 3 +

FILED AND RECORDED MAY 15" 1954 at 8:30 A.M.

This Mortgage, Made this Twelsth d	ay of	Мау,
in the year Nineteen Hundred and Fifty -four		
CHARLES R. EVANS and ELLEN R. EVANS, his wife	e,	
44		
	r-	
of Westernport, Allegany County, in the	State of	Maryland,
parties of the first part, and THE FIRST NATIONAL	BANK, OF	PIEDMONT, WEST
VIRGINIA, a corporation organized under the l	National	Banking Laws,
REXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	THE REAL PROPERTY.	XXXXXXXXXXXXX
part y of the second part, WITNESSETH:		

Unbereas, the said Charles R. Evans and Ellen R. Evans, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIED-MONT, WEST VIRGINIA, IN THE JUST AND FULL SUM OF NINE THOUSAND (\$9000.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of NINE THOUSAND (\$9000.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said Bank, and to be repaid in sums of pot less than ONE HUNDRED (\$100.00) DOLLARS per month until the entire amount of principal and interest of said note is fully paid off and discharged; to secure the payment of which said sum of Nine thousand (\$9000.00) dollars, with interest as aforesaid, these presents are executed;



How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles R. Evans and Ellen R. Evans, his wife, parties of the first part,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said THE FIRST MATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

Mails and assigns, the following property, to-wit:

All of the following described land situated in Westernport, Allegany County, Maryland, to wit:

All those Three (3) certain Lots of ground in Greene's Highland Park Addition to Westernport, Allegany County, Maryland, known and numbered on the plat of said Addition as Lots Numbers Nineteen (19), Twenty (20) and Twenty-one (21) in Section L. Each lot fronting Twenty-five (25) feet on the West side of Miller Street and running back, the same width, a distance of One hundred (100) feet to First Alley; being the same three lots of ground which were conveyed unto Paul Garrett Fazenbaker et ux by Deed from Aden C. Campbell et al, dated July 10th, 1946, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 210, folio 198, and also being the same property which was conveyed unto the said Charles R. Evans and Ellen R. Evans, his wife, by Deed, dated February 9th, 1949, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 224, folio 141;

SUBJECT NEVERTHELESS to the reservation of all coal and other minerals underlying said lots in manner and form as set forth in the Deeds of prior owners of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles R. Evans and Ellen R. Evans, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATION L BANK, OF PIEDMONT, WEST VIRGINIA, its successors

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

THE PIRST MATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, 1ts successors

Marry R. Brane. 130.

UNAR 304 PAGE 428

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Charles R. Evans and Ellen R. Evans, his wife, their ----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said Charles R. Evans and Ellen R. Evans, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and---assigns, the improvements on the hereby mortgaged land to the amount of at least -----Nine thousand (\$9000.00) ---- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , 1ts successors assigns, to the extent of ' its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Hituess, the hand and seal of said mortgagor Bernard Maylung gr Charles R. EvangsFAL] Ellen K. Erang [SEAL] Quand maybring of STITE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT: I hereby certify, That on this 13th day of in the year nineteen Hundred and Fifty -four before me, the subscriber, west Virginia. a Notary Public of the State of Manual in and for said County, personally appeared -----Charles R. Evans and Ellen R. Evans, his wife, ---and each acknowledged the aforegoing mortgage to be their respective ---act and deed; and at the same time before me also personally appeared J. B. Determan, Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, the within named mortgagee, and made oath in due form of law, that the consideration in said montage is true and bona fide as therein set for forth. S my hand and Notarial Seal the day and year aforesaid.

FILED AND RECORDED MAY 15" 1954 at 9:00 A.M.

This Mortgage, Made this 12th

day of

Man

in the year nineteen hundred and

fifty-four

, by and between

Virgil V. Laird, unmarried, of Ailegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the piural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

Witnesseth .

Virgil V. Laird, unmarried.

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Twenty-Three Hundred Fifty (\$2350.00) - - - - - Doliars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberiand, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Doilar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

. Virgil V. Lairi. unmarried,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the sald The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground situated at the intersection of Jackson Street and East Hanekamp Street in the Town of Lonaconing, Allegany County, Maryland, and more particularly described as follows: (Magnetic courses as of August, 1946 run with vernier readings and horizontal distances being used throughout)

BEGINNING for the same at a center punched indentation made in the East curb of Jackson Street near its intersection with the Southerly side of East Hanekamp Street, said point being at the end of 28.29 feet on a line drawn North 77 degrees 19 minutes East from the top of a fire hydrant situated on the West side of Jackson Street, and running thence with the Southerly side of East Hanekamp Street, North 73 degrees 46 minutes East 55.38 feet to the center of the Westerly end of the concrete balustrade wall of the Hanekamp Street Bridge where it crosses Jackson Run, thence with the center of said Wall, North 59 degrees 59 minutes East 17.89 feet to the Easterly end thereof, and still with said Hanekamp Street, North 39 degrees 24 minutes East 58.66 feet to a stake, thence South 47 degrees 53 minutes East 19.02 feet to a stake, thence South 29 degrees 20 minutes East 79.30 feet to a stake standing at the end of 43 feet on the fourth line of a parcel of ground described and conveyed in the deed of the Cumberland Real Estate Corporation to William Henry Spiker, et ux, dated September 7, 1946, and recorded in Liber 211, folio 172 of the Land Records of Allegany County, Maryland, thence with said fourth line reversed, North 81 degrees 15 minutes West 43.0 feet, thence with the third line of said deed reversed, North 85

degrees 15 minutes West 22.30 feet, thence with the second line of said deed reversed and extended 4.24 feet, so as to allow the following line of this description to run clear of the dwelling house erected upon the parcel herein conveyed, South 45 degrees 22 minutes West 23.24 feet to a point in Jackson Run and near the East bank thereof, thence crossing said Run, South 75 degrees 40 minutes West 73.71 feet a stake standing in the Easterly curb of Jackson Street, said with the Easterly curb of Jackson Street, said with the Easterly curb of Jackson Street, North 9 degrees 30 minutes West 37.74 feet to the beginning.

It being the same property which was devised unto the Said Virgil V. Laird under the Last Will and Testament of his Mother, Fannie Ellen Laird, which Will was probated on January 22, 1952, and recorded in Wills Liber X, folio 300, in the Office of the Register of Wills of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Three Hundred Fifty - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, THIS MORTGAGE shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but no to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payahie, and these presents are hereby deciared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof hy the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid hy the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged iand, to the amount of at least

Twenty-Three Hundred Fifty (\$2350.00) - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James & Miller

Virgi V. Laird (SEAL)

_(SEAL

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Vingil V. Laird, unmarried,

and he acknowledged, the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Fiper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in sald mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

June & M Eline

Nogel Public

010

FILED AND RECORDED MAY 15 " 1954 at 10:05 A.M.

	10.00	N + JR +	
This/Mortgage,	Made this /3 day of	May	
in the year Nineteen Hundred a	and Fifty-Lour	, by and	hetweer
	ssie V. Lowery, his wife,	, by said	000#001
of	Allegany County, in the State of	Maryland	
		11927-24110	
part 1es of the first part, and	Irving Millenson		
2			
of	Allegany County, in the State of	mary land	
part y of the second part, V	VITNESSETH:		

Tubercas, the Parties of the First Part are justly and bona fidely indebted unto the Party of the Second Part in the full and just sum of Eight Hundred (\$800.00) Doliars, and which said principal sum shall become due and payable two years from the date nereof and in the meantime, the said principal sum or any unpaid balance thereof shall bear interest at the rate of six per cent (6%) per annum, and which said principal sum and interest shall be repaid in equal monthly installments of \$35.46 each, the first of which said monthly installments shall become due and payable one month from the date hereof and a like sum on the same date of each succeeding month thereafter until the principal sum and interest shall be computed and deducted the interest on said unpaid principal sum, and said interest shall be adjusted each six (6) months thereafter; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

do give, grant, bargain and sell, convey, release and confirm unto the said Irving Millenson, his

heirs and assigns, the following property, to-wit:

20 1

ALL the following described lands situate, lying, and being in Allegany County, Maryland, and more particularly known as Lot No. 121 in Section "C" on the plat of Cellulose City, recorded in Liber No. 129, rolio 1 of the Land Records of Allegany County, Maryland, and which said lot is more particularly described as Ioliows, to-wit:

BEGINNING at a peg on the east side of Howard Street at the end of the first line of Lot No. 120; and running thence with said street, North 8 degrees West 25 feet; thence 82 degrees East 100 feet to an alley; and with said alley, South 8 degrees East 25 feet to the end of the second line of Lot No. 120; and with said line reversed, South 82 degrees West 100 feet to the beginning.

THE AFURESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Harvey G. Saylor and Idelia Saylor, his wife, and Carl M. Lowery and Bessie V. Lowery, his wife, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the language recovered by the conveyed of mortgage. of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining,

provided, that if the said Carl M. Lowery and Bessie V. Lowery, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Irving Millenson, nis

executors, administrators or assigns, the aforesaid sum of Eight Hundred (\$800.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said____ Carl M. Lowery and Bessie V. Lowery, his wire, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said_ Carl M. Lowery and Bessie V. Lowery, his wire,

hereby covenant .to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

Irving Millenson, his heirs, executors, administrators and assigns, or Earl E. Manges.

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Garagez britand, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

Carl M. Lowery and Bessie V. Lowery, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

Hind the said Carl M. Lowery and Bessie V. Lowery, his wife,

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged iand to the amount of at least

Eight Hundred (\$800.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

inure to the benefit of the mortgages . bila

of his zxzxzxzxzxzxzxzxzxzxzxzxxxx lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurnuce and collect the premiums thereon with interest as part of the mortgage debt.

Illituess, the handsand seasof said mortgagors:

Attest:

Sar Collection Carl M Lawry [SEAL]

And Collection Carl M. Lowery [SEAL]

Part Collection Carl M. Lowery [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this _ / 3 - day of May

in the year nineteen Hundred and Fifty -four , before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Carl M. Lowery and Bessie V. Lowery, his wife,

and each acknowledged the aforegoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared Irving Millenson

the within named mortgagee, and made oath in due form of law, that the consideration in said

THESS my hand and Notarial Seal the day and year aforesaid.

Earl Mound Narges Notary Public.

Do pared and Malled decide

FILED AND RECORDED MAY 15" 1954 at 11:45 A.M.

THIS MORTGAGE, Made this 7 day of april . 1954, by and between PEARL I. LASHLEY and ERNEST C. LASHLEY, her husband, of Bedford County, Pennsylvania, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States.

party of the second part, WITNESSETH:



WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand Six Hundred (\$1,600.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Thirty Dollars and Ninety Three Cents (\$30.93) on account if interest and principal, payments to begin on the day of day of May, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said nonthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that lot, piece or parcel of land lying on the west side of Wills Creek in the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING for the same at the southwest corner of the brick house standing on the corner at the intersection of Lee Street and Avirett Avenue (formerly called Flat Street) and running thence North with the Eastern line or side of Lee Street 85 feet to a stake, then East and parallel with Avirett Avenue 36 feet 9 inches to a stake, then South with a line parallel with Lee Street 85 feet to Avirett Avenue, then with Avirett Avenue West 36 feet 9 inches to the beginning. EXCEPTING, however, that portion of said property which was conveyed to Brandon R. Akers and wife, by deed dated June 29, 1953, and recorded among the Land Rec-

ords of Allegany County, Maryland, in Liber 251, folio 126.

It being part of the same property conveyed to the first parties by Emily C. Frey and George C. Frey, her husband, by deed dated the 13th day of June, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 242, folio 129.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Six Hundred (\$1,600.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey

the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes

and a commission of eight per sent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Six Hundred (\$1,600.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Tearl J. Lashley (SEAL)

.

a. a. Helmick

Ernest 6. Lashley 188

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 1th day of Cipil

1954, before me, the subscriber, a Notary Public in and for the

State and County aforesaid, personally appeared PEARL I. LASHLEY

and ERNEST C. LASHLEY, her husband, and each acknowledged the

aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, resident of The First Mational Bank of Cumberland, the within Tranged mortgagee, and made outh in due form of law that the conderation in said mortgage is true and bona fide as therein ELECTIMESS my hand used Notarial Seal.

Notary Tublic Ly Commission expires May 2, 1955

FILED AND RECORDED MAY 15" 1954 at 11:00 A.M.

Units Martinage, Made this 117H day of May	W 300
in the year Nineteen Hundred and Fifty-four by and between	
WILLIAM P. THIMAS and INRA THIMAS, his wife,	20020
of Allegany County, in the State of Maryland part 186 of the first part, and	(")
GEORGE G. LAFFERTY and ANNIE LAFFERTY, his wife,	
of Allegany County, in the State of Maryland	*)
part les of the second part, WITNESSETH:	Honorina PA
Unberens, the parties of the first part now stand indebted unto the parties	
of the second part in the full and just sum of THERE THOUSAND SEVEN HUNDRED RIGHT	
FIVE AND NO/100 (\$5,785.00) DOLLARS, payable ONE (1) YEAR after date with interest	
At Six (6%) per centum per annum, payable quarterly. Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-	
of, together with the interest thereon, the said =	15

---- William P. Thomas end Lura Thomas, his wife, ----do - - - give, grant, bargain and sell, convey, release and confirm unto the said - - - ----- George G. Lafferty and Annie Lafferty, his wife, their -heirs and assigns, the following property, to-wit: ALL that tract or parcel of land lying East of the roed leading from the National Pike to Morantown in Election District No. 24, near Eckhart, Allegany County, Maryland, end more particularly described as follows: REGINNING et a stake in the center of the eforesaid road leading from the National Pike to Morantown end running with the center of said road (trus meridien courses end horizontal distences used throughout), North 20 degress 47 minutes West 94.33 feet to e steks on the boundary line between the Consolidation Coel Company and the Neff Farm, said stake stands North 45 degrees 08 minutes East 172.00 feet from a planted stone numbered 142, one of the boundary stones of the Sonsolidetion Goal Company; then leaving said road and running with said boundary line, North 45 degrees OS minutes East 344.00 feet; them leaving seid boundary line end runming with the fence lines South 33 degrees 50 minutes East 207.00 feet; South 50 degrees 30 minutes West 243.00 feet; North 25 degrees 15 minutes West 55.00 feet; North 19 degrees 09 minutes West 130.71 feet; South 47 degrees 47 minutes West 180.00 feet to the place of beginning; containing One and Seventy-mine Thousandths acres (1.079), more or less. BEING the same property particularly described in e deed to the seid William P. Thomas and Lura Thomas, his wifs, from Louis J. Lafferty, unmarried, dated December 23, 1949 and recorded in Liber No. 227, folis 445 among the Land Records of Allegamy County, Maryland. Together with the buildings and improvements thereon, and the rights, roads, ways, weters, privileges and eppurtenances thereunto belonging or in enywise eppertaining. Drovided, that if the said parties of the first part, their - - - - heirs, executors, administrators or assigns, do and shall pay to the said --- George G. Lafferty and Annie Lafferty, his wife, their - -executor s, administrators or assigns, the aforesaid sum of _______ THREE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 (\$3,785.00) DOLLARS - - together with the interest thereon, as end when the same shall become due and payable, end in the meantime do and shall perform all the covenants herein on... their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said. parties of the first part - - - - may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public itens levied on said property, all which taxes, mortgage debt and interest thereon, the said --------- perties of the first pert ----hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said
perties of the second part, their
heirs, executors, administrators and assigns, or _Albert A. Doub his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum- berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said
heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor their representatives, heirs or assigns.
And the said parties of the first part
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagees or their
assigns, the improvements on the hereby mortgaged land to the amount of at least
THREE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 (\$3,785.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the henefit of the mortgagees their heirs or assigns, to the extent
of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.
Hitness, the hand and seal of said mortgagors
Attest: Pall Porce (SEAL) [SEAL] June Thomas (SEAL)
State of Maryland, LURA THOMAS
Allegany County, to-wit: 3 hereby certify, That on this 1174 day of May
in the man Mind VV I I I I I I I I I I I I I I I I I I
in the year Nineteen Hundred and Fifty-four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
WILLIAM P. THOMAS and LURA THOMAS, his wife,
and each acknowledged the aforegoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared
GRONGE G. LAFFERTY, one of
he within named mortgagees and made oath in due form of law, that the consideration in said
and bona fide as therein set forth.
my hand and Notarial Seal the day and year aforesaid.
COLUMN TO SHARE THE COLUMN
Legge States

Compared and Manual Received of The Mittell City

PILED AND RECORDED MAY 17" 1954 at 11:55 A.M.



THIS MORTGAGE, Made this 30th day of ________,

1954, by and between LLOYD H. BUCHANAN and BESSIE B. BUCHANAN, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation duly erganized under the laws of the United States, party of the second part, WITNESSETH:



WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Fifteen Thousand (\$15,000.00) Dollars, payable one year after date, with interest from date at the rate of five and one-half per cent (52%) per annum, payable quarterly,



NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereen, and in order to secure the prempt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dellars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the coets of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, ite successore and assigns, the following described property:

PARCES, OHR: All those six lots, pieces or parcels of land

situated en Mary Street, Cumberland, Maryland, and knswm and distinguished as Lets Nes. 138, 139, 140, 141, 142, and 143, im Walsh's Addition to South Cumberland, and all these six lets, pieces or parcels of land situated on Elizabeth Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 152, 153, 154, 155, 156 and 157 in Walsh's Addition to South Cumberland, a plat of which is recorded among the Land Records of Allegany County, Maryland, in Map Box No. 98, and which said Lots Nos. 138 to 143, both inclusive, each front approximately thirty-four feet on Mary Street, and each extends back an even width a distance of approximately one hundred twenty-three and one-third feet to an alley; and which said Lots Nos. 152 to 157, both inclusive, each front approximately thirty-four feet on Elizabeth Street, and each extends back an even width a distance of approximately one hundred twentythree and one-third feet to an alley, and all of which said lots are more particularly described by courses and distances in the description of the lots in Walsh's Addition to South Cumberland recorded among the aforesaid Land Records in Liber NO. 89, folio 663, et seq.

PARCEL TWO: ALL those lots, pieces or parcels of land situated on Mary Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 116, 117, 118, 119, 120 and 121, fronting approximately thirty four feet each on Mary Street, and extending back an even width a distance of approximately one hundred twenty-three and one-third feet each; all those lots, pieces, or parcels of land situated on Monroe Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 104, 105, 106, 107 and 108, fronting approximately thirty-four feet each on Monroe Street, and extending back an even width distance of approximately one hundred twenty-three and one-third feet each; all that part of Lot No. 103 situated on Monroe Street, Cumberland, Maryland, not heretofore conveyed to the Western Maryland Railway Company; and all those parts of Lots Nos. 84, 85, 86 and 87, not heretofore sold to the Western Maryland Railway Company and situated north of the Western Maryland Railway Company's switch, all of said lots being in Walsh's Addition to South Cumberland, a plat of which addition is recorded among the land Records of Allegany County, Maryland, in Map Box No. 98, and which said lots ars some of the same lots conveyed to William C. Walsh, Trustse, by Clara W. Seaver, st.al, by deed dated November 27, 1939, and recorded among the aforssaid Land Records in Liber No. 185, folio 202.

The above described First Percel was conveyed to the

1 20

parties of the first part by Theodore R. Fleet, unmarried, by deed dated October 19, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 231, folio 253; the second parcel was conveyed to the said first parties by William C. Walsh, Trustee in No. 15,424 Equity in the Circuit Court for Allegany County, Maryland, by deed dated May 31, 1951, and recorded in Liber No. 235, folio 461 of said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and

empowered at any time thereafter, to sell the property hereby . mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Fifteen

Thousand (\$15,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

12010 H. BUCHANAN

a. a. Helinish

(SEAL

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HERREY CERTIFY, That on this 30 day of Goil
1954, before me, the subscriber, a Motary Public in and for the

State and County aforesaid, personally appeared LLOYD H. BUCHANAN and BESSIE B. BUCHANAN, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared H. C. LANDIS,

Vice President of The First National Bank of Cumberland, the little of pamed mortgages, and made oath in due form of law that the countries of the process of the same time and bona fide as therein forth.

WITNESS my hand and Notarial Seal.

My Commission expires May 2, 1953

FILED AND RECORDED MAY 17 1954 at 12:15 P.M.

This Allegany, Made this May of May in the year Nineteen Hundred and Forey Fifty-four by and between

Sylvester J. Smith and Eula M. Smith, his wife.

Of Allegany County, in the State of Maryland

partial of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Wilbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Thousand & CO/100 ----- (\$7000,00) ----- Doilars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of per cent, per annum, in the manner following:

By the payment of Fifty-five & 36/100 ---- (\$55, 36) ---- Doilars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of all taxes, water rent, assessments or public charges charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

IBSR 304 PAGE 446

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

all that certain lot or parcel of ground located in Cover's Addition, Bowling Green, Allegany County, Maryland, known as Lot No. 3, and being part of the land conveyed to Ralph G. Cover by deed of Lulu L. Long dated the 22nd day of September, 1946, and recorded among the Land Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Lot No. 3: Beginning at the end of the third line of Lot No. 2 and then reversing said third line North 85 degrees 22 minutes West 138.9 feet to a 15 foot alley, then with said alley North O'degrees 48 minutes dest 40.17 feet, then South 85 degrees 22 minutes East 142.7 feet to the westerly line of Bowling avenue then with said westerly line South 4 degrees 38 minutes West 40 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and others, dated the 20th day of November, 1950, and recorded among the Land Records of Allegany County, Maryland in Liber No.

232, folio 38.
It is agreed that the Mortgagee may at its option advance sums of money at anythme for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

. The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be vold.

And it is Harced that until defauit be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s , ___their_representatives, heira

11

UBSR 304 PAGE 447

End the said mortgagors, further covenant to insure forthwith, and pending the extence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand & 00/100 - --- (57000.00) -----Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor's written consent, or should the same be encumbered by the mortgagors , their

the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

WithteBB, the handsand sealsof the said mortgagors.

William Harman State of Maruland. Allegany County, to-wit: I hereby certify, That on this 14th May _day of___ in the year nineteen hundred and sucty_ Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Sylvester J. Smith and Eula M. Smith, his wife, the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared... George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath that he had the proper authority to make this affidavit as agent for the said the day and year aforesaid.

FILED AND RECORDED MAY 17" 1954 at 12:15 P.M.

This Mortgage, Made this 14th day of May in the	ı			
year Nineteen Hundred and Kurty Fifty-four by and between				
Lloyd H. Buchanan and Bessie B. Buchanan, his wife,				
of Allegany County, in the State of Maryland	7 7 7			
part_ies_ of the first part, hereinafter called mortgagors , and First Federal Savings and Loan				
Association of Cumberland, a body corporate, incorporated under the laws of the United States of	1			
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:	5 ²⁰ € 5 ²⁰			
Whereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of				
Twenty Thousand Seven Hundred & 00/100 (\$20,700,00) Dollars,	MILE DATION IM			
which said sum the mortgagor s agree to repay in installments with interest thereon from	55.0 55.0			
Hundred By the payment of One/Sixty-three & 74/100 (\$163.74) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.	Monanon Macror (set			
Now Therefore, in consideration of the premises, and of the sum of one dollar in hand said, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, ogether with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, elease and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-	non IA(27 1847 \$5.50 1.5550			

All that lot, piece or parcel of ground lying and being on the northerly side of Henry Street in Election District No. 29 of LaVale, Allegany County, Maryland known and designated as whole Lots Nos. 49 and 50 in Dressman's . Addition and a parcel of ground in the rear, which said parcels are more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing at the end of the 6th line in a deed from Frank J. Dressman et al, to Louis V. Shinnamon et ux, dated February 4, 1953 which is recorded in Liber No. 247, folio 435 one of the Land Records of Allegany County, Maryland, and running then with part of the 6th line of said deed reversed North 40 degrees 30 minutes West 389.1 feet to a stake, then South 1 degree 55 minutes East 426.25 feet to the northerly end of the division line between Lots Nos. 48 and 49 in Dressman's Addition, then with said dividing line South 3 degrees East 419.4 feet to the northerly side of Henry Street, then with said street North 87 degrees East 150 feet to the dividing line between Lote Nos. 50 and 51 in said addition, then with said dividing line and an extension thereof North 3 degrees West 493.85 feet to a point on the 7th line of the aforesaid Shinnamon deed and then with part of said 7th line reversed North 61 degrees 35 minutes East 96 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by two deeds, the first from Louis V. Shinnamon et ux, of recent date, which is

recorded among the Land Recorde of Allegany County, Maryland in Liber No. 254, folio 321 and the second from Henry N. Dreesman et ux, of recent date, which is recorded among the Land Recorde of Allegany County, Maryland in Liber No. 254, folio 323.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advenced shall be added to the impaid balance of this indebtedness.

The Mortgagor e covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Ungriber with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor e hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Lagga , Its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then metured or not; and as to the balance, to not it to the payment of the same shall have then metured or not; and as to the balance to not it said sale shall be at public auction for

have then matured or not; and as to the balance, to pay it over to the said mortgagore , their heirs or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagor e , their representatives, heirs

And the said mortgager, s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Tounty Thousand Seven Hundred & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

A m b the said mortgagor s , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governments within the payment of the mortgage of note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent or should the same be encumbered by the mortgagor.

the mortgagee's written consent, or should the same be encumbered by the mortgager s , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withers, the handsand seakof the said mortgagors.

Attest:	
William Harman	Lloyd H. Buchanon (SEAL
State of Maryland,	Bessie B. Buchanan
Allegany County, to-wit:	
I hereby certify. That on this	14 th day of May
in the year nineteen hundred and forty Pic	We four before me the subsection
a Notary Public of the State of Maryland, in	
Lloyd H. Buchanan and Bessie E	B. Buchanan, his wife,
the said mortgagor s herein and they ackn and deed; and at the same time before me also	owiedged the aforegoing mortgage to betheir act personally appeared George W. Legge
Attorney and agent for the within named mort	gagee and made oath in due form of law, that the
consideration in said mortgage is true and bons	fide as therein set forth, and did further make oath
in due form of law that he had the proper aut	hority to make this affidavit as agent for the said
The somy hand and Notation Seed the	and year aforesaid.
Judgen (hexh	lec
Notary Public	7
The same of the sa	

FILED AND RECORDED MAY 18" 1954 at 8:30 A.M.

This Mortgage, Made this 14" day of May

-J MI W L FIRIT ord AL TRIEF, is wife- -

by and between

of Alle Pry

of its stock

County, Maryland, part of the first part, here:

after called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee,"

Unbereas, the Mortgagor, being a member of said Society, has received therefrom a loan of ONT THOUGHTD FORTY AND 00/100- - - - - - - DOLLARS (\$1,0,0.00) being the balance of the purchase money for the property hereinafter described on his 'FT GHT - - - - -

And Unbercas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner

By the payment of - - - - - - - - TEN and 15/100- - - - -

DOLLARS (\$10.19), on or before the

day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Mbercas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

How Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that piece or percel of ground lying and being in the Town of Prostburg, Allegany County, Maryland, and particularly described as follows:

EEGINING for the same at a point on Bowery Street, said point being at the end of the taird line of the second parcel described in a deed from Conrad Honing and Leonora Hohing, his wife, to George M. Gunnett and Mary Gunnett, his wife, dated January 14, 1932, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 167, folio 88; and running thence from said point and with part of the fourth line of said second parcel and with Bowery Street South thirty-six degrees no minutes West twenty-seven and seven-tenths feet; thence South fifty-four said second parcel and with bowery street south thirty-six degrees no minutes West twenty-seven and seven-tenths feet; thence South fifty-four degrees no minutes Fast one hundred fifty feet to an alley, and with it North thirty-six degrees no minutes East twenty-seven and seven-tenths feet; thence with the last line of the aforesaid/parcel North fifty-four degrees no minutes West one hundred fifty feet to the place of teginning, containing .09 acres, more or less.

IT being the same property which was conveyed by Olen Gunnett and his wife to Joseph Milliam Fikins and his wife by deed dated Joly 3, and recorded among the Lond Records of Allegary County, Maryland, in Sec. 2.13 n. He. 201, folio 218.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To bave and to bold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinhefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the mortgage of the indebtedness hereinafter provided as the sale of the common or such force. to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured. (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns, and to design the mortgagee its successors and assigns. liver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may he applied to the mortgage debt or released for the repairing or rehuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much there of as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses Incident to said sale and distribution of the proceeds thereof, Including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of sald Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (

The covenants herein contained shall blnd, and the benefits and advantages shall inure to the respective helrs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS as to all:

WITNESS as to all:

(SEAL)

State of Maryland. Allegany County, to-wit:

sonany appeared	JOHEPH WILLI	lic of the State of			
	EV. ZER WEDEL	AP "IPINO GI	IC ANNA MAR.	Elkins, nis i	die,
Mortgagor herein	, and acknowledged	the aforegoing i	instance of mai		-,
also personally apportung; Maryland, ne aforegoing mor	peared Fred W. Bo the Mortgagee ther tgage is true and b	ettner, Secretary ein, and made oat ona fide as herein	of the Equitable S th in due form of a set forth, and fur	Savings and Loan ; law that the contriber made oath in	Society of sideration
w that he is the Savit.	Secretary and Agen	t of the Mortgage	ee and duly auth	orized by it to m	nake such
Witness my hai	nd and Notarial Sea	ıl.		1/2	R
		4	Zoma Jan	ZI Zi	uble / vet
				4	
				and Beauty	
a.,					
au	enç				
au 106 f. Liber	eug typh				
ace 106 f. Lebera	eug tysil				
24 8		DED WAY 18*	1054 at 8.4	E A u	
1 2 4 S	ILED AND RECO	H	1954 at 8:4	5 А.м.	
1 2 4 S	ILED AND RECO	H		5 А.м.	
This Mor	THED AND RECOI	this 15th	1954 at 8:4		
This Mor	ILED AND RECO	this 15th		5 A.M.	petween
This Mor	THED AND RECOI	this 15th			between
This And	THED AND RECORD MADE IN Hundred and fi	this 15th	day of May	by and l	between
This And	THED AND RECOI	this 15th	day of May	by and l	between
This And the year Ninetee	THED AND RECORD IN Hundred and it	this 15th	day of May	by and l	between
This And the year Ninetee	THED AND RECORD THE	ity-four	day of May	by and l	bet ween
This Ann the year Ninetee	THEN AND RECORD IN HUNDRE AND L. WINDLE A	ity-four	dny of May	by and l	between
This Ann the year Ninetee MARVI	TIED AND RECORD THE AND RECORD IN Hundred and II. N. L. WINDLE and the first part, an	ity-four	dny of May	by and l	between 2
This Mor	THEN AND RECORD IN HUNDRE AND L. WINDLE A	ity-four	dny of May	by and l	between Detween
This Morn the year Ninetee MARVI Allegany art ica of the	TIED AND RECORD THE AND RECORD IN Hundred and II. N. L. WINDLE and the first part, an	ity-four	dny of May	by and l	between between
This Morn the year Ninetee MARVI Allegany art ica of the	TIED AND RECORD THE AND RECORD IN Hundred and II. N. L. WINDLE and the first part, an	ity-four	dny of May	by and l	between

Whereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of \$2900.00 which said sum shall be repaid together with interest thereon at the rate of 6% per annum in monthly installments of \$38.12 each, which installments include both principal and interest, which interest shall be calculated and credited semi-annually, the first of said installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with annotation and the secure of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, his heirs and assigns, the following property, to-wit:

ALL those lots or parcels of ground located and known as Lots Nos. 16 and 17, Block No. 28, in Potomac Park Addition, situated near the McMullen Boulevard, West of the City of Cumberland, Allegany County, wit:

LOT NO. 16: Beginning at a point on the Easterly side of Avenue "Y" at the end of the first line of Lot No. 15 and running thence with said Avenue "Y", North 38 degrees 05 minutes East 42.5 feet thence at right angles to said Avenue "Y", South 51 degrees 55 minutes East 110 feet thence South 38 degrees 05 minutes West 42.5 feet to the end of the second line of said Lot 15 and thence reversing said second line, North 51 degrees 55 minutes West 110 feet to the place of beginning.

LOT NO. 17: Beginning at a point on the Easterly side of Avenue "Y" at the end of the first line of Lot No. 16 and running thence with said Avenue "Y", North 38 degrees 05 minutes East 42.5 feet thence at right angles to said Avenue "Y", South 51 degrees 55 minutes East 110 feet, thence South 38 degrees 05 minutes West 42.5 feet to the end of the second line of said Lot No. 16 and thence reversing said second line, North 51 degrees 55 minutes West 110 feet to the place of beginning.

IT being the same property which was conveyed by Paul W. Windle et ux, to Marvin L. Windle, et ux, by deed dated April 11, 1947, and recorded in Deeds Liber 214, folio 389, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that If t	he sald parties of the first part, their helrs, executors, administra-
tors or assigns, do and shall	pay to the said part y of the second part, his heirs
ancaportance à arquinimentous	or assigns, the aforesaid sum of

- TWENTY-NINE HUNDRED DOLLARS - - - - (\$2900.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

USER 304 PAGE 456

this more gage, then the entire mortgage	e or in part, or in any agreement, covenant or condition of debt intended to be hereby secured shall at once become
due and payable, and these presents are he	ereby declared to be made in trust, and the said part y
	heirs, mechanoadusistratuseand assigns, or
cobey, carscaden and gilchr agents are hereby authorized and empow mortgaged or so much thereof as may purchaser or purchasers thereof, his, he manner following to-wit: By giving and terms of sale in some newspaper public auction for cash, and the proceedal expenses incident to such sale, including the party selling or making said sale; seed	
to the said part ies of the first part	their heirs, or assigns, and in case of no sale, one-half of the above commission shall be allowed
	representatives, heirs er assigns.
the amount of at least Twenty-nine H and to cause the policy or policies issued	e first part further covenant — to insure forthwith, and o keep insured by some insurance company or companies gns, the improvements on the hereby mortgaged land to undred — — — — — — — — — — — — — — — — — — —
or other losses to inure to the benefit of th	ne mortgagee , his heirs or
assigns, to the extent of his policy or policies forthwith in possession of insurance and collect the premiums thereo misurance and seals, the hands and seals	lien or claim hereunder, and to place such of the mortgagee or the mortgagee may effect said in with interest as part of the mortgage debt. of said mortgagon.
Witness:	
William Silehricht William Silehricht wie maryianu.	MARVIN L. WINDLE [Seal] FLORENCE J. WINDLE
Allegany County, to-wit:	
I hereby certify, That on thi	a 15 th day of May
in the year nineteen hundred and fifty-fou	
a Notary Public of the State of Maryland, in	, strong the subscriber
Marvin L. Windle and Flore	ence J. Windle, his wife,
and they acknowledged the aforegoing	ng mortgage to be their respective
act and deed; and at the same time before me	
Irving Millenson	
	th in due form of law, that the consideration in said
nortgage is true and bona fide as therein set	forth.
447	
WITNESS my hand and Notarial Seal the	day and year aforesaid.
6 7 3/ 5	Gates and Demis
THE PARTY AND A STATE OF THE PARTY AND ADDRESS	AND

Con pured and Mishat Delive of &

PILED AND RECORDED MAY 18" 1954 at 8:50 A.K.

THIS MCRIGAGE, Made this wide. 100 of May, 64, by and between Martha E. Twike, widow, of a logary County, Maryland, of the first part, hereinefter secretions as less Mcrigages, and The Libert, Trust Company, a responsition only interported under the Laws of Maryland, and having its princip I office in the City of Combestand, Allegany County, Maryland, of the second part, have inafter sometimes of led Mortgage, WITHEGREEN

whereas, the said Martha 2. Twing, widow, stands indebted unto the said The Liberty Trust Company in the just and
full sum of Two Thousand (\$2.000.10) Dollars, payable to the
order of the said The Liberty Trust Company, one year after date
with interest from date at the rate of Six per centum (5%) per
annum, payable quarterly as it accrues, at the Office of The
liberty Trust Company, in Cumberland, Maryland, on March 31, June
30, September 30, and December 31 of each year, the first pro-rate
quarterly interest hereunder to be payable on June 30, 1954.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebteiness at the maturity thereof, together with the interest thereon, the said Martha E. Twigg, widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that tract, piece or parcel of ground situate about four miles West of Oldtown, in Allegany County, State of Maryland, and being part of a tract of land called "Consolation" resurveyed for Adam Earth March 28, 1879, and also part of another tract called "Mosqua Second Part", and which said parts of said tracts are described as follows:



BEGINNING for the same at a large planted atone marked "end of 117 lire-one of the orig. white bak" planted at the end of the 117th line of a tract of land called "Fifteer Wile" and also onl of the 15th line of the aforementioned tract called "Consolation", and cumning twente neversing the lines thereof as someoted by mimorthy vanistion. South 30-1/3 Begreed Wast 24 panches. Journ 3- 1/4 degrees when 64 pershes to a stone w. M. standing at the betinging of that part of raid trant called "Consolation" which was convoyed by John G. Earth, of ux. to Jesse Malone by deed duted Man h 24, 1385, and recorded among the Land Records of Allegany County in Liber 62, folio 125, thence leaving the lines of said count called "Consolation" and with the lines of Jess: Malone's port of the sale to concentration muznetic wentation. North 16% decreases were I becomes to two white ack suplings manked with My notober Pach. North 624 degrees were 15 perches to a hickory sapithny marked with six notches, South 69-3/4 degrees West 16 penches. North 50 degrees West o penches to a point on the 9th line of aforesmid trant of led "Conscittion", thence with part of sold Oth sine as concented by magnetic variation. South 15 minutes Wist 6 perches to a point on the 5th line of that part of aforesaid Thank called "Mosqua Second Pact" which was conveyed by Samuel Appoid, et al, to John G. Barth by Heed dated May 11, 1891, and no orded among the iformseld land remords in Liber 70, folio 310, (as located by running from the original bounded pine tree standing as the beginning of said feed and pointed out by John G. Barth) and running thence with the lines thereof as corrected by magnetic variation, North 55 degrees 35 minutes West 112 perches to the and of the aforesaid 5th line, South 71 degrees 25 minutes West $19\frac{1}{2}$ perches, North 76 degrees 35 minutes west 2 perches. South 75 degrees 25 minutes West 12 perches, North 80 degrees 35 minutes West 27 perches, North 35 degrees 5 minutes West 26 perches to the Northeast corner of Christopher Kelley's land, and with said land, North 38 degrees 50 minutes West 23-3/4 perches, then North 37 degrees 55 minutes East 39 perches to a point on the 5th line of aforesaid tract called "Consolation", thence reversing part of said 5th line as corrected by magnetic variation, North 41 degrees 45 minutes West 79 perches to the end of the first line of that part of aforesaid tract called "Consolation" which was conveyed by John G. Barthto F. L. Bobinette by deed dated October 14, 1907,

1 40 1

recorded among the aforesaid land records in liker 107, folio 533, thence with the lines thereof as operated by magnetic yarts. tion, North 45 degrees 40 minutes East 14 perches to a pine tree marked with six notches. North 50 degrees 40 minutes East 20% perches to 13 ange elm tree marked with six notches atunding clong bank of small run. North 'lidigroos to minutes Isst ty perchas to a stake mean the County Roal, North of Jeane 1 50 minutes West 5 pernies to the and of the think line of that part of aforesaid tract callet "Consolation" which was conveyed by John G. Banth to Garal Shypook by Gred Bated November 21, 1908, and recorded among the aforesaid land records in liber No. 105, folio 302, themes with the lines thereof all connected by ragnetic variation, North 83 degrees 40 minutes East 171 perches to a staire on the North side of the County Poad, then leaving said roul, North 14 degrees 40 minutes East 9 perches, Morth 20 degrees 40 minutes East 372 perchet to a pine marked with six notches lying on ground, it being the original call (line in deed to Shy rook is only 17½ perches but is a mistake), North 50 degrees 30 minutes West 10 perches to a 'arge hickor marked with six notables (found there and munks on same) thence with a part of aforesaid tract called "Consolation" which is to be conveyed by John G. Bunth to Mantha C. Twigg; North 8 degrees West 7 perches to a tounded pine, North 20 degrees $^{11}5$ minutes East $13\frac{1}{2}$ perchas to a stake witnessed by a red oak sapling marked with six notches, North 41 degrees 45 minutes East 16 perches to a bounded white oak tree. South 55 degrees 40 minutes East 1-4/5 perches to a bounded pin oak tree, North 46 degrees 15 minutes East 10-32/100 perches to a bounded black oak tree, North 18 degrees 10 minutes East 18 perches to a bounded chestnut oak tree. North 20 degrees 35 minutes East 15-12/100 perches to a bounded white oak tree, North 29 degrees 40 minutes East 14½ perches to a fence post witnessed by a chestnut oak sapling marked with six notches, said fence post stands at the end of 29-2/5 perches on the second line of that part of aforesaid tract called "Consolation" which was conveyed by A. C. Bevan to Wm. B. Twigg by deed dated March 28,1908, and recorded among the aforesaid land records in Liber 102, folio 619, thence with the lines thereof as corrected by magnetic variation, South 84 degree's 20 minutes East 12-3/5 perches to a blazed pine tree, North 70 degrees 40 minutes East 40 perches, South 81 degrees 20 minutes East 481 perches to a large white oak tree marked with ten notches standing in a hollow, said tree is also standing at the end of the third line of that part of aforesaid tract called

"Consolation" which was conveyed by John G. Barth to William T. Onu chan, et al, by deed dated November 6, 1913, and recorded among the aforesa'd Land Records in Liber 113, folio 379; thence with the lines thereof as corrected by magnetic variation, South 87 degrees 20 minutes East 30 perches, South 8: degrees 20 minutes East ' perches to a large blank cak tree at corner of fence ar a gate, South 51 degrees 40 minutes East 50 perches to a point on the 23rd ine of aforecald trant called "Consolation", thence neversing the lines thereof as connected by magnetic variation, Inuth 15% legrees West 61% perches, South 73% degrees West 10 penches, South 5th degrees West 2 penches, South 23-3/4 degrees East 29 perches to an old stake witnessed by several marked trees (pointed out by John G. Barth as where original corner stood), South 10% degrees West 72 perches, North 34-3/4 degrees West 36 perches, South $25\frac{1}{4}$ degrees west 26 perches to the place of beginning, containing 344 acres, more or less.

EXCEPTING, HOWEVER, Bix pants on parnels thereof which have been conveyed away by the said James C. Twigg and Martha E. Twigg, his wife, or by Martha E. Twigg, widow, subsequent to the death of John C. Twigg; which convoyances are as follows:

Deed to Albert F. Wolfe and wife, dated October 7.
1944, recorded in Liber 191, folio 548, conveying .37 of an acre, more or less; Leed to Nola A. Hartsock dated June 10, 1946, recorded in Liber 2.0, folio 274, conveying 1.253 acres, more or less; Deed to Marshall Alvin Shyronk and wife, dated March 23.
1943, recorded in Liber 222, folio 202, of said Land Records conveying 7/10 of an acre, more or less; Deed to Jesse E. Shipe and

wife, dated May 3, 1950, and recorded in Liber 229, folio 707, conveying 2 acres, more or less; Deed to Eugene E. Carder and wife, dated November 26, 1951, recorded in Liber 236, folio 301 conveying 185-1/5 acres, more or less; and Deed to Harry A. Robertson and wife, dated September 8, 1953, and recorded in Liber 256, folio 105, conveying 8½ acres, more or less, all of the Land Records of Allegany County.

It being a part of the same property which was conveyed unto the said J. C. Twigg and Martha E. Twigg, his wife, by Federal Land Bank of Baltimore, Maryland, by deed dated September 24, 1941, and recorded in Liber 191, folio 545, one of the Land Records of Allegany County. The said J. C. Twigg has since departed this life thus vesting the complete title in and to the said Martha E. wigg as the survivor.

20 M

UBER 304 PAGE 461

The saw timber and chestnut oak bar's growing on and all the minerals underlying Mosqua Jecond Part are reserved in ear for deeds.

TOGETHER with the huildings and improvements thereon, and the mights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Montgagee, its successors and assigns, in fee simp. forever,

PROVIDED, that if the said Montgagen, her heim, executions, administrations, on assigns does and shall pay to the said Montgagee, its sunnessons on assigns, the adonesaid sum of Two Thousani (\$2,000.00) Dollans, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on her part to be performed, then this montgage shall be void.

IT IS AGREED, that it shall be defined a default under this Montgage if the said Montgager shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the montgagee.

AND WHEREAS, this mortgage shall also serum as of the date hersof, future advances made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the argregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or an Amendments thereto.

and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments, and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the Mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Montgaze nebr eforemaid, or of the interest thereon. In whole or is part, or in any adresement, coveraget or condition of this Montgage, then the entire montgage dobt intended to be hereby securer shall at once become due and payable, and these presents the horse, dealered to be made in thurt, and the sold The Libert, Tourt Company, its successors and assign; on George P. Sughes. in the on their duly constituted attorney on agent, are bonety profess, hom ', mintgree', on so much thereof as may be decented; the standard the time to the purely the or purchasing it aniet. The on the in being on any ignor; which sain that be and in manner to lowing. to wir: Ty riving or least twenty days: notice of sime. Widee, manner and terms of sale, in some namepupin published in Cumberland, Maryland, which terms shall be outh on the day of said on upon the natification themself by the פוניתי, ות. דאף מיניינים בחייונים ליינות ישרה יווצ וה בסבים ליינים: To the programm of oil emenses inclient to such half, including tares, on last promisims of insurance paid by the montgager, and Commission of eight percent to the party selling or making said sull, and in have said property is adventised, under the payon herein contained, and no sale thereof rade, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the halance, to pay it over to the said Mortgagor, her heirs, personal representatives or assigns.

AND the said Mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hareby mortgaged land, to the amount of at least Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective

USBN 304 PAGE 463

pantics hereto.

WITNESS, the hand and real of the said mortgagor.

WITNESS:

Martha E. Juigg

Europan Smel

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 14% day of May, 1354, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Martha E. Twigg, and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper. President of The Liberry Trust Company, the within named Mortgages and made oath in due form of law, that the consideration in said mortgage is true and bond fide as therein set forth; and the said Charles A. Piper iid further, in like manner, make oath that he is the President, and agent or attachey for said componation and duly authorized by it to make

IN WITNESS WHEREOF, I have hereto set my hand and exed my Notarial Seal the day and year above written.

ma Sacking

FILED AND RECORDED MAY 18" 1954 at 8:50 A.M.

This Mortgage, Made this

4

day of

May

in the year nineteen hundred and

fifty-four

, by and between

Fred T. Stoudt widower.

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Fred U. Stoudt. widower,

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Fred L. Stoudt, widower.

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land situated in the Town of Lonaconing, Allegany County, Maryland, being part of that lot of land which was conveyed to Duncan R. Sloan by the George's Creek Coal and Iron Company by deed dated April 18. 1890, and recorded in Liber No. 68, folio 187. one of the Land Records of Allegany County, Maryland, and more particularly described as follows: (Magnetic bearings reduced to vernier courses and horizontal distances being used throughout)

BEGINNING for the same at a point at the end of the first line of a deed from Emma G. Sloan and Mildred K. Sloan to Robert S. Hamilton, et ux, dated June 14, 1944, and recorded among the Land Records of Allegany County in Liber No. 198, folio 393, and running thence with part of the first line of the original whole lot of which this is a part. North 412 degrees East 151 feet, more or less, to the beginning of a tract of land conveyed to Lutalie S. W. Hodgson by deed of Duncan R. Sloan, et ux, dated March 13, 1917, and recorded among the Land Records of Allegany County in Liber No. 132, folio 310; and running thence with the fourth line of said tract reversed, South 54 degrees 32 minutes East 127 feet; thence with part of the third line of the original tract of which this is a part, South 35 degrees 45 minutes West 24 feet; South 49 degrees West 100 feet; South 58 degrees West 40 feet to the end of the second line of the said Hamilton's lot; thence with said second line reversed, North 48 degrees 5 minutes West, 96 feet to a stake on the West side of East Main Street.

UBER 304 PAGE 465

EXCEPTING, HOWEVER, from the above described parcel of ground all that part thereof which was heretofore conveyed by the said Fred L. Stoudt and Anna M. Stoudt, his then wife, by the following two deeds: namely Deed to Robert B. Thomas, et ux, dated September 3, 1947 and recorded in liter No. 217, folio 23, of the Land Records of Allegany County, and another deed to the said Robert B. Thomas, et ux, dated January 25, 1949, and recorded in Liber No. 224, folio 155, of said Land Records.

It being part of the same property which was conveyed unto Fred L. Stoudt and Anna M. Stoudt, his wife, by Emma G. 3 can, single and Mildred K. Sloan, single, by deed dated the 20th day of fugust, 1945, and recorded in Liber No. 205, folio 26, one of the land Periods of Allegany County. The said Anna M. Stoudt has since departer this life, thus vesting the complete title in and to said property unit Fred L. Stoudt as the survivor.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirteen Fundred (\$1300.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the dath hereoffuture advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Fundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the nost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to seil the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent. to the party selling or making sald sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence.

LIBER 304 PAGE 466

of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

This en Funded (\$1300.00) ------ Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Fred L Strudt (SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this / 671 day of

Vern

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Fred L. Stoudt, widower,

and he acknowledged, the foregoing mortgage to be deed; and at the same time, before me, also personally appeared

act an

deed; and at the same time, before me, also personally appeared Charles A. Piper,
President of The Liberty Trust Company, the within named mortgagee and made oath in due form

of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Chartes A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James & M. Elni

Motary Poblishing

Megel Buton Md_ May 24 54

This Marta:	FILED AND RECO	EDED MAY 18"	1954 at 1	0:10 A.M.
This Mortge in the year Nineteen H Warren L. Bantz	undred and Fifty Iou	r		=,=by and between
of Allegany		County, in the	State of Na	ryland
parties of the first	part, and The First	National B	ank of Bar	ton, Maryland
a corporation org	anized under the	national b	anking law	s of The United

Whereas.

States of America-

The parties of the first part are indebted unto the parties of the second part in the full and just sum of four thousand dollars (\$4000.00) for money lent, being a part of the purchase price of the hereby mortgaged lands, which losn is evidenced by the promissory note of the parties of the first part herein, of even date herewith, payable on demand with interest to the order of the said party of the second part at The First National Pank of Barton, Mary-land in the sum of four thousand dollars.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part------

do ----- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors-----

snd assigns, the following property, to-wit:

That certain land with the improvement thereon situated in Allegany County, Karyland on the southerly side of The National Turnpike, about four miles to the westward of the city of Cumberland, and being the northeasterly half of lot No. 50 in The Allegany County Improvement Company's National Highway Addition. It being also the same property which was conveyed unto the said Warren L. Bantz and Virginia M. Bantz, by deed from Charles W. Ross, et ux, of Allegany County, Maryland at the same time as the recording of this purchase money mortgage, and to which deed so recorded a reference is hereby made for a more definite and particular description of the said property hereby mortgaged.

LIBER 304 PAGE 468

ľ	Cogciner with the buildings and improvements thereon, and the rights, roads, ways,	-	
	waters, privileges and appurtenances thereunto belonging or in anywise appertaining.		
	Drovided, that if the said parties of the first part, their		
	heirs, executors, administrators or assigns, do and shall pay to the said		
ı	party of the second part, its successors		
-	or assigns, the aforesaid sum of Four thousand dollars-together with the interest thereon, as and when the same shall become due and payable, and in		
	the meantime do and shall perform all the covenants herein on. their part to be		
	performed, then this mortgage shall be void	_	
	And it is Agreed that until default be made in the premises, the said parties of		
	the first part, their heirs and assigns		
	may hold and possess the aforesaid property, upon paying in		
	the meantime, all taxes, assessments and public liens levied on said property, all which taxes,		
	mortgage debt and interest thereon, the said <u>parties</u> of the first part		
	But in case of default being made in payment of the mortgage debt aforesaid or of the in-	H	
	terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,		
	and these presents are hereby declared to be made in trust, and the said party of the second		
	part, its successors		
	his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then		
	matured or not; and as to the balance, to pay it over to the said parties of the first		
	part, theirheirs or assigns, and		
	in case of advertisement under the above power but no sale, one-half of the above commission		
	shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.		
	And the said parties of the first part		
	further covenant to		
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	- 1	
	Company or companies acceptable to the mortgagee or its successors and		
	assigns, the improvements on the hereby mortgaged land to the amount of at least		
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,		
	to inure to the benefit of the mortgagee , its successors for assigns, to the extent		
	of 11a or executive of the mortgages, Area managements of assigns, to the extent		
	policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance		
	and collect the premiums thereon with interest as part of the mortgage debt		
	Mittiess, the hand and seal of said mortgagors.		
	Attest:		
7	Henry th A. Market x Marsen L. Buits [SEAL] Werren L. Bentz		
1	Charles B. Townson House Harris Harris Harris		
	Virginia M. Bants. [SEAL]		
	**************************************	1200	

EIRER 304 PAGE 469

State of Maryland, Allegany County, to-wit:

I hereby rertify. That on this tenth—day of May of May on the year nineteen Hundred and Fifty four—before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Warren L. Bentz and Virginia M. Bentz, husband and wife—and each—acknowledged the aforegoing nortgage to be their voluntary—act and deed; and at the same time before me also personally appeared trick A. Laughlin President of The First National Benk of Berton, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth, and that he is the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

The I Leave atty aty

, was 2.7
PURCHASE MONEY FILED AND RECORDED MAY 18" 1964 at 12:25 P.M.
This Mortgage, Made this 12th day of May in the
year Nineteen Hundred and Purty Fifty-four by and between
Harry G. Grimes and Dorothy D. Grimes, his wife,
of Allegany County, in the State of Maryland
partiles of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:
Ulbereas, the said mortgages has this day loaned to the said mortgagors, the sum of Sixty-sight Hundred & 00/100 (\$6,800,00) Dollars,
which said sum the mortgagor s agree to repay in installments with interest thereon from

the date hereof, at the rate of ... per cent. per annum, in the manner following:

By the payment of <u>Fifty-five & 57/100 - - - - - (\$55.57) - - - - Dollars</u>, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor so do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

...ll that lot or marcel of ground situated on the southerly side of futterson avenue in the City of Cumberland, Allegany County, Maryland, known as fart of lot No. 20, of Block No. 9, in Nose Will addition to Cumberland, and described as follows, to-wit:

Beginning for the same at a point on the southerly side of Patterson avenue at the end of the first line of Lot No. 19 of said block, and running then with the southerly side of Patterson Avenue, North 82 degrees 8 minutes East 25 feet, then with part of the second line of said Lot No. 20, South 7 degrees 52 minutes East 95 feet to a 10 feet alley, and with it, South 82 degrees 8 minutes west 25 feet to the fourth line of said Lot No. 20, then with part of said fourth line North 7 degrees 52 minutes West 95 feet to the place of beginning.

Being the same property which was conveyed unto Harry G. Grimes and Dorothy D. Grimes, his wife, by deed from John H. Carscaden and Edna P. Carscaden, his wife, dated the 12th day of May, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on sald premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor's hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantline, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

1

In consideration of the premises the mortgager's _for _themselves and _their heirs, personal representatives, do _hereby covenant with the mortgagee as follows: (1) to deliver to the mortgage on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within iniety days after the same shall become due and payable and to pay and discharge within ninety days after due dute all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation __, other than the mortgager's written consent, or should the same be encumbered by the mortgagor's __, their the mortgagee's written consent, or sho

the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall inimediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to he secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the handsand seasof the said mortgagors.

William Harman Harry G. Grimes (SEAL)
Dorothy D. Frimes (SEAL)
State of Maryland,
Allegany County, to-wit:
I hereby certify, That on thisday of
in the year nineteen hundred and fasty Fifty-four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Harry G. Grimes and Dorothy D. Grimes, his wife,
the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act
and deed; and at the same time before me also personally appeared. George W. Legge
Attorney and agent for the within named mortgagee and made oath in due form of law, that the

HBER 304 PAGE 472

consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

wirryes any hand and Notarial Seal the day and year aforesaid.

Geo St. Leggo arty City

FILED AND RECORDED MAY 18" 1954 at 12:25 P.M. This Mortgage, Made this 12th day of May year Nineteen Hundred and Dorty. Fifty-four by and between Robert M. Castleman and Edith Hay Castleman, his wife, Allegany _of_ County, in the State of Maryland part ies of the first part, hereinafter called mortgagors , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH: Thereas, the said mortgagee has this day loaned to the said mortgagors , the sum of Two Thousand Four Hundred & 00/100 - - - - (\$2400.00) - - - - - Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the manner following: By the payment of Forty-five & 84/100 - - - (\$45.84) - - - -By the payment of Forty-five & 84/100 - - (\$4.5.84) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid. which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the southeasterly side of Virginia Avenue in Cumberland, Maryland, being known and designated as part of Lot No. 3 on a plat of ground situated on the southeasterly which said lots is recorded in Liber 98, folio 658 one of the Lind seconds of allegany County, Maryland, and being more particularly described as follows, to-wit:

enjinning for the same at the end of 16.41 feet on the first line of act 10.3, said wint being in range with the center of the partition wall of the double condrete block and frame swelling Nos. 8 and 10 Virginia average, a part of which acquires this fescribed parcel of and, and maning (1) then with the remainder of said first line and with the southeasterly side of Virginia average, worth by degrees 25 minutes and 19.59 feet to a chiseled cross mark at the end of the division line between 1013 and 1012; (2) Then with said division line, bouth 70 degrees 35 minutes hast 100 feet to a fence post at the end of said division line; (3) then with part of the third line of 101 No. 3, South 19 degrees 25 minutes lest 19.59 feet to a point in range with said partition wall; (4,7 then with and in range with the center of said partition wall, North 70 degrees 35 minutes lest 100 feet to the place of beginning. Description according to survey conducted by C. ... Nuzum, C.S., dated april 26, 1947.

Being the same property which was conveyed unto the parties of the first part by deed of Eugene J. Pannone and Frances M. Pannone, his wife, of even date, which is intended to be recorded among the and Records of allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid halance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewsls, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Usgether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

UBER 304. PAGE 474

or learned. Learned, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, transit

have then matured or not; and as to the balance, to pay it over to the said mortgagors , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors . their representatives, heirs or assigns.

And the said mortgagors—further covenant—to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least—80 Thousand Four Hunfred 2 OC/100 = - (32400.00) = - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors—, as additional security for the payment of the indebtedness hereby secured, do—hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgager's written consent, or should the same be encumbered by the mortgagors.

the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the handsand sealsof the said mortgagor s.

Attest:		
_	11/12/04	
William HARMAN	Robert M Castleman	(SEAL)
1.5	E litto	10020-000
	Edith May Castleman	(SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 17th day of May in the year nineteen hundred and storty. Fifty-four , before me, the subscri

a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert M. Castleman and Edith May Castleman, his wife,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to be their set and deed; and at the same time before me also personally appeared. George V. Legge
Attorney and agent for the within named mortgagee and made oath in due form of law, that the

LIBSR 304 PAGE 475

consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form a law that he had the proper authority to make this affidavit as agent for the said mortgages.

With the my hand and Notarial Scal the day and year aforesaid.

Notary Public

May I.

FILED AND RECURDED MAY 18" 1954 at 12:25 P.M.

Cumberland, a national banking corporation with its principal place of business in Cumberland, Allegany County, Maryland, in consideration of One Dollar and other good and wakuable considerations, the receipt of which is hereby acknowledged, does hereby release, convey and quitclaim unto Janet S. Heacox and Richard D. Heacox, her husband, their heirs, legal representatives and assigns, all right, title, interest, claim, or demand whatsoever, it may have acquired in, through, or by a certain mortgage dated the 22nd day of Pebruary, 1954, and recorded in the office of the Clerk of the Circuit Court of Allegany County, State of Maryland, in Liber 302, Folio 571, one of the Mtg. Records of Allegany County, Maryland, to all that lot, piece or parcel of ground lying and being on the easterly side of Oaklawn Avenue in LaVale, Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

Beginning for the same at a stake standing 338.9 feet on the first line of the tract of ground conveyed from Bertram K. Lazarus and Martha R. Lazarus, his wife, to Wilbur K. Bishop dated the 29th day of June, 1935, and recorded in Liber 172, Polio 689, one of the Land Records of Allegeny County, and continuing them with the first line (vernier readings calculates to magnetic bearings as of 1935 and with horisontal

measurements) and with the easterly side of Oaklawn Avenue South 39 die rees 22 minutes East 191.1 feet to an iron pipe near the southerly edge of Braddock Run, and continuing then with Braddock Run North 50 degrees 3d minutes East 53.5 feet, North 56 degrees East 154.6 feet to a stake intersecting the third line of the aforementioned deed, then with the third line North 38 degrees 41 minutes West 206.48 feet to a stake, then leaving said line and cutting across the whole tract South 50 degrees 38 minutes West 210.10 feet to the place of beginning.

I

Being part of the property which was conveyed unto Wilbur K.

Rishop and Janet S. Bishop, his wife, as tenants by the entireties,
by deed of W. Earle Cobey, Trustee, dated February 12, 1946, which is
recorded in Liber 207, Folio 221, one of the Land Records of Allegany
County, Maryland, the said Wilbur K. Bishop having heretofore departed this life leaving the said Janet S. Bishop Heacox, now intermarried
with Richard D. Heacox, as sole owner by operation of law.

Together with all appurtenances and privileges thereunto belonging or appertaining.

This release shall in no manner affect the lien of said mortgage as to the remainder of the premises described therein and not hereby specifically released.

In witness whereof the First National Bank of Cumberland, a national banking corporation, signs the within instrument by the hand of its President, with its corporate seal affixed attested by its Cashier, the 12th. day of May, 1954.

THE FIRST NATIONAL BANK OF CUMBERLAND

by Awridal

A. W. Tindal, President

SASHIER SANDE

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY

I HEREBY CERTIFY, that on this 12th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared A. W. Tindal, President of The First National Bank of Cumberland, a national banking corporation, and he acknowledged the aforegoing Partial Release of Mortgage to be its appearate act.

Martin

24 P

Helling and son and Hotarial Soal the day and year last above

LIGER 304 PAGE 47



NOTARY PUBLIC

Notary

The se Legge ett, Step Man 1 - 5 -

FILED AND RECORDED MAY 18" 1954 at 12:25 P.M.

This Mortgage, Made this 17th day of May, in the
year Nineteen Hundred and Forth Fifty Four by and between
Janet S. Heacox and Richard D. Heacox, her husband,
of Allegany County, in the State of Maryland,
part_ics_of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.
Thereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of
Seventy Five Hundred (\$7500.00) Dollars, w
which said sum the mortgagor s agree to repay in installments with interest thereon from
the date hereof, at the plate of 52 per cent. per annum, in the manner following:
By the payment of Fifty Ose and 60/100 (\$51.60) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.
Now Chrrefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor Sdo give, grant bargain and sell, convey, ing described property, to-wit:

All that lot, pisce or parcel of ground lying and being on the masterly

side of Oaklawn Avenus in LaVale, Allegany County, Maryland, which said par-

Beginning for the same at a stake standing 336.9 feet on the first

cel is more particularly described as follows, to wit:

R. Lazarus, his wife, to Wilbur K. Bishop dated the 29th day of June, 1935, and recorded in Liber 172, Folio 689, one of the Land Records of Allegany Lounty, and continuing then with the first line (vernier readings calculated to magnetic bearings as of 1935 and with horizontal measurements) and with the easterly side of Oaklawn Avenue South 39 degrees 22 minutes East 191.1 feet to an iron pipe near the southerly edge of Braddock Run, and continuing then with Braddock Run North 50 degrees 38 minutes East 53.5 feet, North 56 degrees East 154.6 feet to a stake intersecting the third line of the aforementioned deed, then with the third line North 38 degrees 41 minutes West 206.48 feet to a stake, then leaving said line and cutting across the whols tract South 50 degrees 38 minutes West 210.10 feet to the place of beginning.

1

Being part of the property which was conveyed unto Wilbur K. Bishop and Janet S. Bishop, his wife, as tenants by the entireties, by deed of W. Earle Cobey, Trustee, dated February 12, 1946, which is recorded in Liber 207, Folio 221, one of the Land Records of Allegany County, Maryland, the said Wilbur K. Bishop having heretofore departed this life leaving the said Janet S. Bishop Heacox, now intermarried with Richard D. Heacox, as sole owner by operation of law.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of huildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indehtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgaged that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that ____theywill execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until defauit be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or Gaorge W. Lagge,

its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in

4.1

TREE 304 PAGE 479

some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagor 5. their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor 5. their representatives, heirs

And the said mortgagor, s., further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy Pive Hundred (\$7500.00) amount of at least Seventy Five Fundred (\$7500.00)

Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage light.

And the said mortgagers, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor 5 to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any persons, partnership or corporation , other than the mortgagee's written consent, or should the same be encumbered by the mortgagor's . their

the mortgagee's written consent, or should the same be encumbered by the mortgagor s. their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided: (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Attent:	said mortgagor s.
Hilliam Harman	Janet S. Season (SEA
State of Maryland,	RICHARD D. HEACOX

Allegany County, to-wit:

I hereby certify, That on this 17th May, in the year nineteen hundred and feety Fifty Four , before me, the subscribe a Notary Public of the State of Maryland, in and for said County, personally appeared

Janet S. Heacox and Richard D. Heacox, her husband,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to betheir act and deed; and at the same time before me also personally appeared. George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the naideration in said mortgage is true and bona fide as therein set forth, and did further make oath form of law that he had the proper authority to make this affidavit as agent for the said

OWINGS my hand and Motavial Seal the day and year aforesaid.

Notary Public

For value received the First Federal favings and Loan association of Cumberland hereby releases the within and aforegoing mortgage:

Natures the signature of Lynn C. Kachley, its president, and the Corporate Seal of said Corporation, attented by its Secretary, Genald X. Harrison, the day and year above written:

(Corporate Seal) First Hederal Savings and Loan By: Kursled X. Harrison Association of Cumberland Secretary By: Lynn C. Lashley

9-16-54 Tresident

Compared and Mailed Received & To Witger & ty

May 2 419 5 +

FILED AND RECORDED MAY 18" 1954 at 3:00 P.M

THIS MORTGAGE, Made this 17th day of May, 1954, by and between EDNA G. ROOT and LAKIN ROOT, her husband, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMPERLAND, a banking corporation duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Five Thousand Five Hundred (\$5,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum is part of the purchase price of the property hereinafter described, and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Sixty One Dollars and Ten Cents (\$61.10) on account of interest and principal, beginning on the 1714 day of first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of
the sum of One (\$1.00) Dollar in hand paid, and in order to secure

the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which

would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot or parcel of ground situated in the City of Cumberland, in Allegany County, State of Maryland, and designated and known as Lot No. 52 in Highland Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same at the end of fifty feet on a line drawn South 14 degrees 2 minutes West from the end of the first line of Lot No. 51 in said Addition, said beginning point being at the intersection of the West side of a 12 foot alley with the South side of First Street, and running thence South 14 degrees and 2 minutes West 40 feet with the West side of a 12 foot alley; then North 75 degrees 58 minutes West 105 feet to Pennsylvania Avenue; then North 14 degrees 2 minutes East 40 feet to First Street; then with the South side of First Street, South 75 degrees 58 minutes East 105 feet to the place of beginning.

It being the same property conveyed in a deed of even date herewith by W. E. McDonald, Executor of the last Will and Testament of Mary C. Rees, deceased, to the said Edna G. Root and Lakin Root, her husband, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging, or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall

pay to the said party of the second part, its successors or assigns, the aforesaid sum of Five Thousand Five Hundred (\$5,500.00) Dollars, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

ľ

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be in manner following, to-wit: By giving at least twenty days' notice of the time place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage,

including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Five Thousand Five Hundred (\$5,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Edna G. Root (SEAL)

Lakin Root (SEAL)

STATE OF MARYLAND.

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 17th day of May, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDNA G. ROOT and LAKIN ROOT, her husband, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared ALBERT W. TINDAL, President of The

HELLS Mational Bank of Cumberland, the within named mortgages, and and eath in due form of law that the consideration in said mortthe true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

To March and Mailed Receiving
To March and Mailed Receiving

FILED AND RECORDED MAY 19" 1954 at 11:45 A.M.

THIS MORTCAGE, Made this 3rd day of metaber, 1953, by and between DISTRICT NO. 16 VOLUNTEER FIRE DEPARTMENT, INC., of Allegany County, Maryland, party of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part prior to the full payment of the aforesaid mortgage indebt-





edness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that tract or parcel of ground situated at North Branch, Allegany County, State of Laryland, and more particularly described as follows, to-wit:

BEGIN ING for the same at a stake standing at the end of the sixth line or parcel of ground conveyed by John L. Siebert et ux, et al. to Elmer Edward Martin et ux, by deed gated the . 4th day of January, 1939, and recorded in Liber No. 179, folio 690, one of the Land Records of Allegany County; said stake Stands on the Southwest side of the old County Road leading from the Unl ..ighway to North Branch, and running thence (magnetic bearings of 1937) and with the Southwest side of said road North 54 degrees and 55 minutes West 600 feet more or less, until it intersects the division line of the Estate of John L. Siebert Farm, thence with the division line of said farm in a Southwesterly direction 150 feet more or less until it intersects the Northerly edge of right-of-way of the Western Maryland Railroad, thence with the said Northerly side of right-of-way in a Southeasterly direction 625 feet, more or less, to the end of the fifth line of the aforementioned Elmer Edward Martin parcel of ground; thence with the sixth line of said deed, North 26 degrees and 10 minutes East 102.5 feet, more or less, to the beginning; containing one and one-half acres, more or less.

It being the same property conveyed to the party of the first part by deed of Anna A. Siebert, widow, et al., dated the 19th day of June, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber 204, folio 332.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said party of the first part, its successors or assigns, does and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may

be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime.does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

I

AND IT IS ACREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said party of the first part hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the party of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, its

1 10

above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, its successors or assigns.

And the said party of the first part further covenants to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon as part of the mortgage debt.

IN WITNESS WHEREOF District No. 16 Volunteer Fire Department, Inc. has caused its corporate name to be signed hereto by its President, and its corporate seal to be affixed by its Secretary.

TO THE STATE OF TH

District No. 16 Volunteer Fire Lepartment, Incorporated

By Welley Malexano

STATE OF MARYLAND.

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 3rd day of may, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sullett A. Valentine, President of District No. 16 Volunteer Fire Department, Inc., a corporation, and acknowledged the aforegoing mortgage to be the act and deed of said District No. 16 Volunteer Fire Department, Inc., and at the same time before me also personally appeared Albert W. Tindal, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires May 2, 1908

When they 240 54

FILED AND RECORDED MAY 19" 1954 at 10:20 A.M.

THIS MCRIGAGE, made on this the May of May, 1954, by an Footween Walter M. Riggleman and Dorothy I. Riggleman, his wife, of McCools, Allegany County, Maryland, parties of the first part, and feed Hamail, of Keyser, Maneral County, West Varginia, party of the second

man and Derothy I. Riggleman, his wife, parties of the first part, are indebted to the said Fred Him.II, party of the second part, in the full sum of Four Thousand Two Hunired Dollars [\$4,200.00], as evidenced by the negotiable promissory interest bearing note of the said Walter M. Riggleman and Dorothy L. Riggleman, bearing even date herewith, and payable to the said Fred Hamill, or order, on demand, and which said note provides there in that monthly payments of at least Fifty Dollars shall be made on the orincipal and interest, one of which payments is due on the Many of

thereafter until the entire principal amount, together with all interest accruing thereon at the rate of six per centum [6%] per annum, has been paid, to secure the payment of which said note, this mortgage is given.

Now, therefore, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, the said Walter M. Riggleman and Dorothy L. Riggleman, his wife, do hereby give, grant, bargain and sell, convey, release and confirm unto the said Fred Hamill, his heirs and assigns, and that piece or parcel of ground situated, lying and being in the village of McCoole, Allegany County, State of Maryland







particularly described as follows:

D. C. HOTT ATTORNEY-AT-LAW KEYSER W VA Book No. 65, pag + 322, of the Allegany County I and Records, and which lot is approximately 50 feet by the feet, extending from Electron 1 Allegany County I and Records, and which is approximately 50 feet by the feet, extending from Electron 1 Allegany Allegany County I and Records, and which is made in the corner of Davis sometimal Microbial Allegany County I are as a few and the county I are as a few and the county I are as a few and the south of the said Allegany and being allegany to the county I are as a few and the said Albert M. Regleman and Dorothy I. Regleman and Section 1 are as a few and the said Albert M. Regleman and Dorothy I. Regleman and the said Albert M. Regleman and Dorothy I. Regleman and the said Albert M. Regleman and Dorothy I. Regleman and the said Albert M. Regleman and Dorothy I. Regleman and the said Albert M. Regleman and Dorothy I. Regleman and the said Albert M. Regleman and Dorothy I. Regleman and the said Albert M. Regleman and Dorothy I. Regleman and the said Albert M. Regleman and Dorothy I. Regleman and Dorothy

Together with the buildings and improvent mis there is and the rights, reads, ways, waters, privelges and appure maners increases belonging or an any wist appercaining.

Provided, that if the said Walter M. Riggleman and Dorotty I. Riggleman, his wife, or either of them, or their nears, executer administrators or assigns, do and shall pay to the said Fred Himill, his executor, administrator or assigns, this sum of Four Thousand Two Hundred Dollars [\$4,200,00], together with the interest thereon, as and when the same shall become due and payable, and in the mean time do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Walter M. Riggleman and Dorothy E. Riggleman, his wife, shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, said Walter M. Riggleman and Dorothy L. Riggleman, his wife, or their heirs, do hereby covenant to pay when legally demandable.

But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this

D. C. HOTT ATTORNEY-AT-LAW most stage them the entire morngage debt shall be deemed due and demantable and a shall be lawful for the bard Fr of Hamil, his neares or assums, or all entire are agent, as any time after such default, a soil the property time by alterinaged, and to grant and conversa. I property to the pure baser of pure limited asserts, and varies and time and time, and the manter and time and the ving. The former manner and time and time are the congression of the pure lawful in the constant and the constant and time. At explaint, and sould also a different and in the event of a first of property, and a sum of all expensions and in the event of a first such as a first entire and a first property and a first and a side, as election as few of five I day and the name of all expensions and all and the constants and a side, as election as few of five I day and the name and all and the constants and a side as election as few of five I day and the name and all and the constants and the state of Mireland, settledly, and the private regard, whereas the state of Mireland, settledly, in the private of all chains of the manterior. From Humily, the private are the stage, and the stage of a stage and have not less on the stage. I the stage of the stage and these not the stage and the stage of the stage and the stage.

I therefore the stage of the stage and the stage a

And said more gagors to nerobs coverant and agree has in media by upon the first insertion of the literation in or notice of side is if rested in fer the power hereby granted, there shall be and become due by them to the parry inserting said advertisement or notice, all expenses in educto said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total an ount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders lecrees of the Circuit Court for Allegany County, Maryland, in equity, which said expenses, costs and commission said mortgagors covenant to pay; and said mortgagee, Fred Hamill, his heirs or assigns, or attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And said mortgagors do further covenant to insure, and, pending the existence of this mortgage, to keep insured in some reliable insurance company, the improvements on the hereby mortgaged land to the

LIBSR 304 PAGE 491

count of at least Four T ous and Dollars [\$4,000,00], and to many policy to be effected thereon to be so framed or inforsed, as in case of fire. other loss, to mure to the benefit of said mortgagee, Fred Hamill, or

StEON

Walter M. Rijgloman Dorothy L. Rijgloman

state of West Virgin. 4,

I herebs certify that on this the 17th lay of May, 1914 before me, a Notary Public of said State and County aforesaid, personally appeared Aulter M. Riggleman and Dorothy L. Riggleman, his sife, th mortgagors in the foregoing mortgage and acknowledged the foregoing trage to be their act. At the same time also appeared fred Hamill, gagee, and made oath in due form of law that the consideration set for h I might mortgage is true and bona fide as therein set forth.

Witness my hand and Notorial seal this 17 day of May, 1954.

My Commission Expires

may 8, 1957

Janet L. Lyler

PURCHASE MONEY

LIBER 304 PAGE 492

FILED AND RECORDED MAY 19" 1954 at 1:10 P.M.

This/Anrigage, Made this 18th. day of May

in the vear

Nineteen Hundred and Fifty -four by and between

IVAN W. GODLOVE and EMILY W. GODLOVE, his wife.

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

The Party

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

(\$ 5,200.00) with interest at the rate of Four & 1/per centum (42%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Trenty-seven = = = = = = Dollars. (8-7.24) commencing on the 1st. day of July , 195 4 and on the day of each month thereafter until the principal and interest are 1st. fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 13th. day of May, 1967 x195x . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Ailegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL All that lot or parcel of land known as Lot Humber Thirty-two (32) of the lots

All that lot or parcel or land known as Lot number Thirty-two (52) or the lots laid out by Ford, Percy and Armstrong, situate in the Village of Vale Summit in Allegamy County, Maryland, and more particularly described as follows:

HECOLONING for the same at a fence post standing at the end of the fourth line of said Lot No. 32, it being also North 32 degrees 65 minutes East 32,80 feet from the most Northeast corner of the dwelling house as now located on the herein desthe most Northeast corner of the dwelling house as now located on the herein described Lot and running themee with the fourth, third, second and first lines of said Lot reversed, South 5 degrees 18 minutes West 156.00 feet; thence North 86 degrees 42 minutes West 50.00 feet; themee North 5 degrees 18 minutes Mest 150.00 feet; themee North 86 degrees 50 minutes Mast 50.38 feet to the beginning.

REING the same property conveyed to James H. Scott et ux, by deed from Duncan J. Sloan, Executor, dated January 7, 1910 and recorded in Liber No. 105, folio 499, one of the Land Records of Allegany County, Maryland.

All that lot or parcel of land known as Lot Number Thirty-three (53) of the lots laid out by Ford, Percy and Armstrong in Vsle Summit, Maryland, es sforesaid and described es follows:

REGINNING for the same at the end of the third line of the 'First Parcel' herein and running thence with said third line reversed, South 3 degrees 18 minutes West 130.0 feet; thence North 86 degrees 42 minutes West 50.00 feet; thence North 3 degrees 18 minutes East 124.00 feet; thence North 86 degrees 30 minutes East 50.38 feet to the beginning.

BEING THE same property conveyed to the said James Henry Scott et ux, by deed from James Edward Finn et ux, dated May 26, 1937 and recorded in Liber No. 177, folio 630 among said Land Records of Allegany County, Maryland.

THIRD PARCE.

All that parcel of land adjoining the above described First and Second Parcels, being on the South and East sides of seid parcels and more particularly described as follows:

ESCINATING for the same at the end of the third line of the 'Second Parcel' and running thence with it, reversed, South 3 degrees 18 minutes West 124.00 feet; thence with the second line of seid 'Second Parcel' end also second line of 'First Parcel', reversed, South 86 degrees 42 minutes East 100.00 feet to an old fence line; thence with said old fence line. South 3 degrees 18 minutes West 96.50 feet; thence South 80

degrees 10 minutes West 57.00 feet to a fence post; themse North 24 degrees 10 minutes West 62.50 feet to a fence post; themse North 16 degrees 18 minutes West 97.60 feet to a fence post; themse North 5 degrees 17 minutes West 83.50 feet to a fence post; themse North 86 degrees 30 minutes East 30.00 feet to the beginning.

THE sforesaid three parcels of land being the same property which was conveyed to the smid Ivan W. Godlove and Emily W. Godlove, his wife, by deed of even date herewith from the seid James Henry Sectt, widower, which is intended to be recorded among seid Land Records of Allegany County, Maryland, simultaneously with this Mortgage, which is executed to secure a part of the purchase price of the sbove described property and is, in whole, A FURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mort-gagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public licus levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shell at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shell be st public auction for cash, and the proceeds arising from such sale to epply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and pald by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty-two Hundred - - - - - - - - 00/00 (\$ 3,200.00) Dollars

LIBER 304 PAGE 494

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hercunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee same shall become due and payable and to pay and discharge within ninety days after the and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgager to comply with said demand of the mortgage for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgager, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgager, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgager hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof hall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties

WITNESS the hand and seal of said mortgagor.

ATTEST:

Mach M. Race March M. Race

Emby & Godlove

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 18th.

day of May

in the year Nineteen

Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

IVAN W. GODLOVE and MILT W. GODLOVE, his wife,

acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared the same time. Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within mamed mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said the

LIBER 304 PAGE 495

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race

Notary Public

FILED AND RECORDED MAY 19" 1954 at 9:40 A.M.

This Mortgage, Made thin _______ day of

MAY

in the year nineteen hundred and fifty-four

, by and between

Ernest W. Holt and Grace S. Holt, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Ernest W. Holt and Grace 3. Holt, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6#) per centum per annum, payable quarterly as it accrues. at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Ernest W. Holt and Grace S. Holt, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the West side of Main Stree in Barrelville, Allegany County, State of Maryland, formerly owned by the Cumberland Company, and more particularly des-



cribed as follows.

BEGINNING for the same at an iron pipe atake, standing on the West side of Main Street, said stake also stands 249-99/100 feet on the 1st line of Parcel No. 1 conveyed by the Cumberland Company to the Investors Realty Corporation, by deed dated the 20th day of September, 1940, and recorded in Liber No. 189, folio 13, one of the Land Records of Allegany County, and continuing thence with part of the said cemaining line (vernier readings reduced to Magnetic Bearings as of the original deed and with horizontal measurements) North 8 degrees and 38 minutes West 45-2/10 feet to an iron pipe stake, thence leaving Main Street and cutting across the aforementioned First Farcel South 31 degrees and 34 minutes West 227 feet to an iron pipe staked standing 44-85/100 feet on the 5th line of the aforementioned 1st Parcel, then e with part of said 5th line, South 5 degrees and 1 minute West 46-26/100 feet to an iron pipe stake, thence again cutting across said 1st parcel, North 82 degrees and 34 minutes East 238-3/10 feet to the teginning, containing 239/1000 a res, more or less.

It being the same property which was conveyed unto the said Mortgagors by Investors Realty Corporation by deed dated the 20th day of April, 1943, and recorded in Liber No. 196, folio 55, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Nine Hundred Fifty (\$950.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, THIS MORTGAGE shall also secure as of the date hereof, ment of the mortgage debt but before option, prior to the full future advances made at the Mortgagee's option, prior to the full payof Five Hundrei (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, profi any rend of any such advance is used for review. would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations, or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto. property as

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R . Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mort-

W. F

gage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his helrs, personal representatives or assigns.

AND the sald mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Nine Hundred Fifty (\$950.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case-of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Ernest W. Holt (SEAL)

Thomas X. Keech

Grace S. Holt (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 30 th day of April

in the year nineteen

hundred and

fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Ernest W. Holt and Grace S. Holt, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

FILED AND RECORDED MAY 19 " 1954 at 1:30 P.M.

This Anrigage, Made this 19th day of May

in the year Nineteen Hundred and fifty-four

... by and between

WILLIAM M. GEORGE and EMILY F. GEORGE, his wife

of Allegany County County, in the State of Maryland

parties of the first part, and ELIZABETH K. COBEY



as Prostburg, Allegany County, in the State of Maryland

part y

of the second part, WITNESSETH:

Mhrrras, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum per annum, payable quarterly, which said indebtedness, together with interest as aforessid, the said parties of the first part hereby covenant to pay to the said party of the second part, her heirs and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order, to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties __of the first give, grant, bargain and sell, convey, release and confirm unto the said part.

of the second part, her heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, situate in the City of Cumberland, and more particular described as follows:

PEGINNING for the same at a point on the southerly side of Cole Street (formerly Frost Street) at a point one hundred feet distant from the end of the second line of a deed from Annie Frost and others to Helen Fisher, dated March _____, 1923, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 142, folio 700, and running thence with the southerly side of said Cole Street South forty-one degrees forty-five minutes East eighty-one feet, thence at right angles to the said street South forty-eight degrees fifteen minutes West two hundred thirty-three and thirty-five hundredths feet to the third line of a deed to Charles Frost dated April 26, 1910, and recorded among the aforesaid Land Records in Liber No. 106, folio 26, thence reversing part of the third line of said deed, as corrected, North forty-eight degrees twenty-six minutes West eighty-one feet, thence to the place of beginning.

IT being the same property which was conveyed by Margaret McLuckie Klingbiel and husband to the parties of the first part by deed dated August 23, 1941 and recorded among the Land Records of Allegany County, Maryland in Liber No. 191, folio 155.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frowided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her

executor , administrator or assigns, the aforesaid sum of
THREE THOUSAND
together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said parties of the
assessments and public liens levied on said property, all which taxes, mortgage debt and lateress
thereon, the said parties of the first part hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
due and payable, and these presents are hereby declared to be made in trust, and the said part
of the second part. her heirs, executors, administrators and assigns, or
agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of cight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over
advertisement under the above power but no sale, one-half of the above commission shall be allowed
and paid by the mortgagors, their personal representatives, heirs or assigns.
And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies
acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to
the amount of at least THREE THOUSAND
or other losses to inure to the benefit of the mortgagee , her heirs or
assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
Wilttens, the hands and seals of said mortgagors.
Witness:
Hunfred a Bigler End of Ground [Seal]
State of Maryland,
Allegany County, to-wit:
I hereby certify, That on this 19th day of May
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
WILLIAM M. GEORGE and EMILY F. GEORGE, his wife

UBER 304 PAGE 500

and each acknowledged the aforegoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared Elizabeth K. Cobey.

the within named mortgagee and made oath in due form of law, that the consideration in said programs is rule and bona fide as therein set forth.

WITTEN my hand and Notarial Seal the day and year aforesaid.

Winefred a Digles Notary Public

To Titge City 2 4 19 54

FILED AND RECORDED MAY 19" 1954 at 3:10 P.M.

This Mortgage, Made this

- 186h -

- day of

May,

in the year nineteen hundred and

Four

y and between

Frank Cantone and Antoinetta Cantone, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:



Interest, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Three Thousand Eight Hundred (\$3,800.00) Dollars for which they have given their promissory note of even date herewith payable on or before one year after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than One Hundred (\$100.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Flve Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Nam therefore, in consideration of the premises, and in order to secure the prompt payment

of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First. All that lot or parcel of ground situated on the Northerly side of Green Street, in the City of Cumberland, Allerany County, Haryland, Enough and designated as part of Lot No. 19 of the Original Town Lots of Cumberland, and particularly described as follows, to-wit:

Beginning for the same on the Northerly side of Treen Street at a roint distant (in 1806) Sout. 832 degrees East 70 feet from the intersection of the Northerly side of Green Street with the Easterly side of Paw Paw Alley, and running thence with the Northerly side of Green Street, South 832 degrees East 31

Feet; then parallel with Paw Paw Alley, North 6_2 degrees East 176 feet; then parallel with Paw Paw Alley, South 6_2^1 degrees West 31 feet; then parallel with Paw Paw Alley, South 6_2^1 degrees West 176 feet to the place of beginning.

Second. All that lot or parcel o ground situated on the Northerly side of Green Street, in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 19 of the Original Town Lots of Cumberland, and particularly described as follows, to-wit:

Deginning for the same on the Northerly side of Green Street at a point distant (1806) South 83½ degrees East 30 feet from the intersection of the Mortherly side of Green Street with the Easterly side of Paw Paw Alley, and running thence with the Northerly side of Green Street, South 83½ degrees East 100 feet; then parallel with Paw Paw Alley, North 6½ degrees East 176 feet; then parallel with Green Street, North 83½ degrees West 100 feet; then parallel with Paw Paw Alley, South 6½ degrees West 176 feet to the place of beginning.

Boing the same property conveyed by the Home Owners' Loan Corporation to Frank Cantone by deed dated April 28, 1943, and recorded in Liber No. 196, folio 79, one of the Land Records of Allegany County, Maryland, and being also the same property conveyed by Thomas N. Berry, Trustee, to Frank Cantone and Antoinetta Cantone, his wife, by deed dated September 11, 1952, and recorded in Liber No. 214, folio 268, one of the Land Records of Allegany County, Maryland. Reforence to said deeds is hereby made for a further description.

Or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Browthea, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of———Three Thousand Eight liundred (\$3,800.00)— dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be vold.

UNIX 304 PAGE 502

And it is agreed, that until default be made in the premises, the said Mortgagor s may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest. penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage. including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it nver to the said Mortgagors . its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - Three Thousand Eight Hundred (\$3,800.00) - - - - dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto

Witness, the hands and seals of said Mortgagors

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this day of May, in the year nineteen hundred and Four before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Frank Cantone and Antoinetta Cantone, his wife,

time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further. in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

whereof I have hereto set my hand and affixed my Notarial Seal the day ndwear ablive written. , William Q Sudley Notary Public

FILED AND RECORDED MAY 20" 1954 at 9:00 A.M.

PURCHASE MONEY
THIS MORTGAGE, Made this /// day of May, 1954, by and between Ronald Y. Lohr and Marian B. Lohr, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Elizabeth Rhodes Buchanan, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and Just sum of Six Thousand (\$6,000.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six per centum (6%) per annum said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 30th day of June, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together

with the interest thereon, the said Ronald Y. Lohr and Marian B. Lohr, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Elizabeth Rhodes Buchanan, its successors or assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the Easterly side of Cidtown Road in Flintstone District, Allegany County, Maryland, comprising a part of a tract of land called "Scoopid" which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at a point $8\frac{1}{2}$ feet Northerly of a forked red oak standing on the Easterly side of the Oldtown Road and running then South $58\frac{1}{2}$ degrees East 119 perches to a locust stake at the beginning of the parcel of ground conveyed by Palmer W. Bottenfield, et ux, to Thomas Dolan, et ux, by deed dated November 8, 1912, which is recorded in Liber No. 111, folio 170, one of the Land Records of Allegany County, Maryland, and then reversing the 7th line of said Dolan deed, South 38 degrees West 80 perches to a locust stake at the end of the 6th line of said Dolan tract of land, then North 64 degrees West 103 perches to the Easterly side of the Oldtown Road, and then with said road, North 10 degrees East 16 perches North 25 degrees East 20 perches, North 31 degrees East 29 perches to the beginning of a deed from Thomas Twigg to Oliver Twigg and then continuing with said Oldtown Road by a straight line to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Palmer W. Bottenfield, widower, by deed dated the day of May, 1954, and duly recorded among the Land.

Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

my of

UBBR 304 PAGE 505

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagons shall, except by reason of death, cease to ow, transfer or dispose of the within described property without the written consent of the Mortgagee.

and no longer, the Mortgagors may retain possession of the most-gaged property, upon paying in the meantime, all taxes, assessment and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors neceby novement to pay the said mortgage debt, the interest thereon and all public changes and assessments when legally demandate; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgage as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice. to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company its successors or assigns or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising

UBER 304 PAGE 506

shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Six Thousand (\$6.72.00) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns. to the extent of its ortheir lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And It is agreed that the powers, stipulations and sovenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto. WITNESS our hands and seals the day and year above written.

WITNESS:

- 1 P

Guirgan Swith

Marian B. Lohr SEAL

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY
I HEREBY CERTIFY, That onthis // day of May, 1954,
before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared
Ronald Y. Lohr and Marian B. Lohr, his wife, and each acknowledged
the aforegoing Mortgage to be their act and deed; and at the same
time, before me, also personally appeared Charles A. Piper,
President of The Liberty Trust Company, and John J. Robinson,
Trust Officer of The Liberty Trust Company, Trustee, the within
named Mortgagee, and made oath in due form of law, that the
consideration in said Mortgage is true and bona fied as therein
set forth; and the said Charles A. Piper, did further, in like
manner, make oath that he is the President and agent or attorney
for said corporation and duly authorized by it to make this
affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Motory Public

Compare? and Matter Delivered &

LIBER 304 PAGE 507

FILED AND RECORDED MAY 20" 1954 at 9:00 A.M.

This Anrtgage, Made this

18 th

day of

10 54

January

in the year nineteen hundred and fifty-four

, by and between

Floyd Grapes and Ethel K. Grapes, his wife,

of Aliegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

Floyd Grapes and Ethel K. Grapes, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

slo slo

One Thousand (\$1,000.00)

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%)

per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on Narch 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Doilar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Floyd Grapes and Ethel K. Grapes, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece and parcel of ground lying on Glenwood Street in the City of Cumberland, Allegany County, Maryland, (formerly Wine Street), it being Lot No. 38, on the Plat of Minke and Willison Addition to Cumberland, which said plat is recorded among the Land Records of Allegany County in Liber H. R. No. 28, folio 700, said lot fronts Fifty feet on said Glenwood Street and runs back equal width one hundred fifty feet on said Glenwood Street and runs back equal width one hundred and twenty feet to Grape Alley, and is fully described in a deed for the same from Christopher Kelly and wife to the Real Estate and Building Company of Cumberland, Maryland, dated May 31, 1897, and recorded in Liber T. L. No. 81, folio 228, reference to which said deed and Plat is hereby made.

It being the same property which was conveyed unto the said Mortgagors by Earl E. Manges, Trustee, by deed dated February 10, 1953, and recorded in Liber No. 250, folio 39, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) _ _ _ _ Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, THIS mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost

of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured-shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Car 1

Floyd Grapes (SEAL)

Janual Anley Ethel K. Grapes

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this /9 day of January

in the year nineteen

(SEAL)

П

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Floyd Grapes and Ethel K. Grapes, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said

URBR 304 PAGE 509

corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Forley Public

To transper + Merchants Sunk

FILED AND ECCHEDED MAY 20" 1954 at 11:00 A.M.

This Marinary, Made this 19th day of May
in the year Nineteen Hundred and Fifty Four by and between

George D. Cook and Mildred E. Cook, his wife

Of Mineral County, in the State of West Virginia parties of the first part, and The Farmers and Merchants Bank of Keyser,

West Virginia, a corporation,

Of Mineral County, in the State of West Virginia party of the second part, WITNESSETH:

Unbercas, the said George B. Cook and Mildred E. Cook, his wife, are indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Three Thousand Dollars (\$3000.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Three Thousand Dollars (\$3000.00), with interest thereon at six per cent (6%) per annum, wherein the said George B. Cook and Mildred E. Cook, his wife, are the makers and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, is the payee, payable on demand after date, and until demanded payable on the 15th of each month in equal monthly installments of Thirty-Five Dollars (\$35.00) per month until principal and interest is fully paid.

This is a purchase money mortgage.

Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George D. Cook and Mildred E. Cook

UBER 304 PAGE 510

do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its heirs and assigns, the following property, to-wit:

BEGINNING at an iron stake in the first line of the 0.97 of one acre tract, conveyed unto James A. Lease and wife, 17 feet from the beginning of said line, and running thence with the remainder of said line, S. 38° 10' E. 154.5 feet to an iron stake, his corner, thence with another line thereof, S. 45° 45' E. 453.5 feet to a hickory tree in the east original line; thence with a portion of same reversed, is ion lines, N. 41° 10' W. 585 feet to an iron stake in the east line of a private road; thence with same S. 63° 00' W. 95 feet to the place of the BEGINNING, containing 1.15 acres, more or less, and being the same property which was conveyed unto the said George P. Gook and Mildred E. Cook, his wife, as Tenants by the Entireties from Joseph H. Cooper, et al., heirs of W. A. Roby, deceased, by deed bearing date the 23rd day of September, 1952, which deed is to be recorded among the land records of Allegany County Maryland prior to the recording of this mortgage. to the recording of this mortgage.

П

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said George D. Cook and Mildred E. Cook, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, 4.Va., a corporation, its executor , administrator or assigns, the aforesaid sum of Three Thousand Dollars (\$3000,00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said. George D. Cook and Mildred E. Cook, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public iiens levied on said property, all which taxes, mortgage debt and interest thereon, the said George D. Cook and Mildred E.

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers and

Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or. <u>Joseph A. Blundon</u>, the content of the content of the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been them

matured or not; and as to the balance, to pay it over to the said George 5. Cook and

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the al

UBBR 304 PAGE 511

Hnd the			Robeststantings/grades.gk weeld.
with the s	said George D. Coo	ok and Mildred	E. Cook
			formal.
insure forthwith, a	nd pending the existence	of this mortgage, to	keep insured by some insuran-
Company or compa	inies acceptable to the m	ortgagee or	its
assigna, the improv	rements on the hereby m	ortgaged land to the	amount of at least
Inree Thousan	d Dollars (\$3000.	.00)	
the cardial care pa	ource or boucies issued t	herefor to be so frain	ed or endorsed, as in case of fire
to mure to the bene	fit of the mortgagee ,	its	2060 CAX assigns to the auto-
or 11	LS MAGN	lien or claim horen	indust and to place and
	a hossession of the most?	ragee , or the mort	gagee may effect said in
and collect the prer	miums thereon with inte	rest as part of the m	ortgage debt
Mitness,	the hand and seal of said		
*			
\$0 42	\	01	D. Cook [SEAL]
0.0.70	roon	George	h X Cook ISEAL
M. Nova	Mores	mi Odred	LOOK B
	449	Mildred	E. Cook [SEAL]
MINERAL	t virginia Ykuub. unty, to-wit:		
MINERAL PROPERTY COL	ydand. unty, to-wit:		
Mineral Mineral Probugungs Col I hereby	ykad, uniy, io-wii: ceriify, That on th		
Piate of 1980s Mineral PikongungxCol I hereby	unity, in-wit: certify, That on the	four	
MINERAL MINERAL ALOUGH ON THE PER MINERAL ALOUGH ON THE PER MINERAL MI	unity, in-wit: certify, That on the	our	, before me, the subscriber
MINERAL MINERAL ALOUGH ON THE PER MINERAL ALOUGH ON THE PER MINERAL MI	unity, in-wit: certify, That on the	our	, before me, the subscriber
MINERAL PLANTED ON THE PROPERTY OF THE PROPERT	uning, in-unit: certify, That on the Hundred and Fifty - West Virginithe State of Margana, in	Four la n and for said Count	y, personally appeared
J hereby in the year nineteen Notary Public of the	uning, in-unit: I criify, That on the Hundred and Fifty — West Virginate in the State of Margania, in	four la n and for said Count l E. Cook, his	y, personally appeared
MINERAL PLOPHERAL I hereby In the year nineteen A Notary Public of the George D. Ind. they ac	Hundred and Fifty — West Virginithe State of Margana, in Cook and Mildred knowledged the aforegoin	Four La n and for said Count LE. Cook, his ng mortgage to be	y, personally appeared wife, their
Jherehy in the year ninetcen a Notary Public of the George D. and they ack	Hundred and Fifty — West Virginithe State of Marchand, in Cook and Mildred knowledged the aforegoithe same time before me	four la n and for said Count l E. Cook, his ng mortgage to be also personally app	wife, their eared Floyd C. Boor.
Jherehy in the year nineteen a Notary Public of the George D. and they act act and deed; and at ashier for the	Hundred and Fifty — West Virging the State of Margana, in Cook and Mildred knowledged the aforegoing the same time before me a Farmers and Mer	four la n and for said Count l E. Cook, his ng mortgage to be also personally app chants Bank of	wife, their eared Floyd C. Boor, Keyser, W.Va. 2. Com
Jherehy in the year nineteen a Notary Public of the George D. and they act act and deed; and at ashier for the	Hundred and Fifty — West Virginithe State of Margana, in Cook and Mildred knowledged the aforegoing the same time before me Farmers and Mer	four la n and for said Count l E. Cook, his ng mortgage to be also personally app chants Bank of in due form of law,	wife, their eared Floyd C. Boor, Keyser, W.Va., a corp
Jherehy in the year nineteen a Notary Public of the George D. and they act act and deed; and at ashier for the	Hundred and Fifty — West Virging the State of Margana, in Cook and Mildred knowledged the aforegoing the same time before me a Farmers and Mer	four la n and for said Count l E. Cook, his ng mortgage to be also personally app chants Bank of in due form of law,	wife, their eared Floyd C. Boor, Keyser, W.Va. 2. Com
Jherehy in the year nineteen a Notary Public of the George D. and they act act and deed; and at ashier for the	Hundred and Fifty — West Virginithe State of Margana, in Cook and Mildred knowledged the aforegoing the same time before me Farmers and Mer	four la n and for said Count l E. Cook, his ng mortgage to be also personally app chants Bank of in due form of law,	wife, their eared Floyd C. Boor, Keyser, W.Va. 2. Com
J herehy in the year nineteen a Notary Public of the George D. and they ael act and deed; and at ashier for the fifthin named mo	Hundred and Fifty— West Virginithe State of Marchand, in Cook and Mildred knowledged the aforegoing the same time before me a Farmers and Merrigagee, and made oath bona fide as therein set in	four la n and for said Count l E. Cook, his ng mortgage to be also personally app chants Bank of in due form of law, for forth.	wife, their eared Floyd C. Boor, Keyser, W.Va., a corp that the consideration in said
Jille of Mineral MINERAL Printegram Con Jirreby in the year nineteen a Notary Public of George D. and they aelect and deed; and at Cashier for the fithin named more than is true and	Hundred and Fifty — West Virginithe State of Margana, in Cook and Mildred knowledged the aforegoing the same time before me Farmers and Mer	four la n and for said Count l E. Cook, his ng mortgage to be also personally app chants Bank of in due form of law, for forth.	wife, their eared Floyd C. Boor, Keyser, W.Va., a corp that the consideration in said
J herehy in the year nineteen a Notary Public of the George D. ind they ael ct and deed; and at ashier for the fifthin named mo	Hundred and Fifty— West Virginithe State of Marchand, in Cook and Mildred knowledged the aforegoing the same time before me a Farmers and Merrigagee, and made oath bona fide as therein set in	four la n and for said Count l E. Cook, his ng mortgage to be also personally app chants Bank of in due form of law, for forth.	wife, their eared Floyd C. Boor, Keyser, W.Va., a corp that the consideration in said

said principal sum. The agranting of said advance.

FILED AND RECORDED MAY 20" 1954 at 12:15 P.M.

This Mortgage, Made this 20 th day of May in the
year Nineteen Hundred and Ently Fifty Four by and between
George E, Deremer (widower)
of Allegany County, in the State of Maryland,
part y of the first part, hereinafter cailed mortgagor , and First Federai Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:
COhereas, the said mortgagee has this day loaned to the said mortgagor , the sum of
Four Thousand (\$4000,00) Dollars
which said sum the mortgagor agree s to repay in installments with interest thereon from
he date hereof, at the rate of 52 per cent. per annum, in the manner following:
By the payment of Thirty Two and 69/100 (\$32.69) nor before the first day of each and every month from the date hereof, until the whole of said rincipal sum and interest shall be paid, which interest shall be computed by the calendar month, not the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges fevery nature and description, ground rent, fire and tornado insurance premiums and other harges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and seil, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the westerly side of Hill Top Drive in the City of Cumberland, Allegany County, Maryland, known and designated as Lot "o 8, Block No. 10, in Cumberland Heights Addition, a plat of which said addition is recorded in Liber 1, Folio 42, one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

Beginning for the same on the westerly side of Hill Top Drive at the end of the first line of Lot No. 7, Block No. 10, in said addition, and run= ning then with the westerly side of Hill Top Drive by a curse to the left of 18 degrees 16 minutes and 20 seconds for a chord distance of 35.78 feet, then with the radius of said curve extended North 62 degrees 42 minutes West 105 feet to an alley, then with said alley by a curve to the right of 13 degrees 40 minutes and 40 seconds for a chord distance of 47.78 feet to the end of the second line of said Lot No. 7, and then with said second line reversed South 56 degrees 10 minutes East 105 feet to the place of beginning.

Being the same property which was conveyed unto George E. Deremer and Elizabeth Deremer, his wife, as temants by the entireties by deed of

Harry W. Critchfield et um dated Movember 8, 1937, which is recorded in Liber 179, Folio 195, one of the Land Records of Allegany County, Maryland, the said Elizabeth Deremer having heretofore departed this life leaving the said George E. Deremer as sole owner by operation of law.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagor covenant's to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and Improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the impaid balance of this indebtedness.

The said mortgagor hereby warrant g generally to, and covenant s with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do es covenant that he will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor , his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

Hind it is Harced that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant s to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or Geoge W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the halones to pay it event to the raid most recommend.

have then matured or not; and as to the balance, to pay it over to the said mortgagor heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor , his representatives, heirs or assigns.

Bind the said mortgagor , further covenant s to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand (\$4,000,00)

Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its iten or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hnd the said mortgagor , as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor , for himself and his heirs, personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governments levies that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagor to keep the buildings on said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the

UBER 304 PAGE 514

immediate repayment of the debt hereby secured and the failure of the mortgagor—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagor—, by voluntary or involuntary grant or assignment, or in any other manner, without

the nortgagee's written consent, or should the same be encumbered by the mortgager , his heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

for thirty consecutive days. Witters, the hand and seal of the said mortgagor William Harman George & Dueme (SEAL) State of Maryland. Allegany County, to-wit: I hereby certify, That on this 20 th day of in the year nineteen hundred and futer fifty four _, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Deremer (widower) the said mortgagor herein and he acknowledged the aforegoing mortgage to be his and deed; and at the same time before me also personally appeared George W. Leage Attorncy and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due to a flaw that he had the proper authority to make this affldavit as agent for the said the day and year aforesald.

Compared and Mailes Coming

LIBER 304 PAGE 515

FILED AND RECORDED MAY 20" 1954 at 11:00 A.M.

This Mortgage, Made this.	20" day of may	
in the year Nineteen Hundred and Fifty -	by s	11:d between
		7
Jasjer J. Herrison and bled	ys 1. Errison, his wife	
of allagany	County, in the State of marylan	ial
parties of the first part, and The rar		
a st Vir inia, a corporation		
of ineral	County, in the State of wast VIr	inte
partyof the second part, WITNESSETH		
Whereas, the said Jasper 1.	Harrison and Gladys I. Har	rison,
his wire, are indebted to the Far		
West Virginia, a corporation, in		
dred Dollars (U2200.00), which in		
able promissory note bearing even		-
Two Thousand Two Hundred Dollars		
at six per cent (6,0) per annum, w		
and cladys is Harrison, his wife,		
mers and merchants bank of Keyser	, West Virginia, a corporat	tion, is
the payee, payable on demand afte	r date, and until demanded	payable
in equal monthly installments of	Forty-five Dollars (\$45.00)	per
month until principal and interes How Cherefore, in consideration of the	t is fully paid. he premises, and of the sum of one dollar	ar in hand
paid, and in order to secure the prompt payment	t of the said indebtedness at the matu	rity there-
of, together with the interest thereon the said	Jasner G Wennison and Cl-	

do give, grant, bargain and sell, convey, release and confirm unto the said

Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its
heirs and assigns, the following property, to-wit:

Harrison

All that certain real estate situated in Election District 31 near the village of McGoole, in Allegany County, Maryland, BEGINNING for the same at a large post in the South Boundary line of Howard Street, between Mein and West Streets, also located North 21 degrees 8 minutes East 15.4 feet from the North corner of the foundation of the residence on this lot, and being the third corner of the lot of which this is a part, and running thence with a portion of the third

fine thereof by old call (M. p. 1006), South 35 degrees west 149.5 feet to an Iron state in said line; thence crossing original lot.

South 55 degrees East 50 feet to another from stake in the first original line; thence with a portion of said line forth 35 degrees.

2. 149.5 feet to a point 6 inches beyond a post stub in the street line first above me tioned; thence with said street line forth 55 feet is substituted by the place of the East and Containing 0.13 original sore, more or less, and being the same real estate which was non-more to desper or marrison and ready in marrison as ferants by antituties from Eartin Eve Diark, Executrix, et al., ty deed to the day of January, Law, and recorded in the land resords as Alle any sounty, marrison, in Liver Summer 224, solio to.

П

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Jaspar u. harrison and uladys . harrison,
heirs, executors, administrators or assigns, do and shall pay to the said

executor . administrator or assigns, the aforesaid sum of Iwo Thousand Iwo mindred

Dollars (12200.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said

Jasper J. Harrison and Gladys I. Harrison

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public items levied on said property, all which taxes, mortgage debt and interest thereon, the said Jasper G. Harrison and Gladys I.

Harrison

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage.

terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or Joseph A. Blundon Agent.

him New of their staty constituted nitarray as agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Jaspar G. Harrison

and Gladys I. Barrison, their heirs or sesigns, and in case of advertisement under the above power but no sale, one-half of the above commission

- A. P.

LIBSR 304 PAGE 51.7

	noprementatives; heire my assigns.
And the said Jasuer	u sa wall a sarrisua .
	further covenant to
insure forthwith, and pending the existence of this mortg	age to keep insured by
Company or companies acceptable to the mortgagee or	age, to keep insured by some insurance
assigns, the improvements on the hereby mortgaged land	to the sure of the
iwo Thouser a Two a pared (529 to a	to the amount of at least
and to cause the policy or policies issued therefor to be s	Dollars,
O interes to the benefit of the most	o framed or endorsed, as in case of fires,
o inure to the benefit of the mortgagee , 113	Abehn or assigns, to the extent
f lte that lien or claim	hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the	e mortgagee may effect said insurance
and collect the premiums thereon with interest as part of	f the mortgage debt
Hituess, the hand and seal of said mortgagor s	-
Attest:	
& C. Boon Star	- G
0 = 0	Spor in parale
De Yacon Dlas	W & Harrison SPALL
J.1.	edys I. marriski
*	
State of Manylands west versines, Alverage County, to-mit:	22
I hereby certify. That on this	oth day of Hay
in the year nincteen Hundred and Fifty four	before me, the subscriber.
a Notary Public of the State of Maryland, in and for sa	
Jasper J. Herrison and Jledys I. H	
sospor J. Harrison and Jisdys I. H	arrison
and they acknowledged the aforegoing mortgag	
niorigae the aloregoing niorigae	te to be their
act and deed; and at the same time before me also person	nally appeared Floyd C. Boor,
act and deed; and at the same time before me also person Cashier for the Fermers and Merchants B	nally appeared Floyd C. Boor, ank of Keyser, W.Va., a corpora
act and deed; and at the same time before me also person	nally appeared Floyd C. Boor, ank of Keyser, W.Va., a corpora
act and deed; and at the same time before me also person Cashier for the Fermers and Merchants B	nally appeared Floyd C. Boor, ank of Keyser, W.Va., a corpora
act and deed; and at the same time before me also person Cashier for the Fermers and Merchants of the within named mortgagee, and made oath in due form more see is true and bona fide as therein set for forth.	nally appeared Floyd C. Boor, ank of Keyser, W.Va., a corporation of law, that the consideration in said
act and deed; and at the same time before me also person Cashier for the Fermers and Merchants B the within named mortgagee, and made oath in due form	nally appeared Floyd C. Boor, and Corporation of Keyser, W.Va., a corporation of law, that the consideration in said
act and deed; and at the same time before me also person Cashier for the Fermers and Merchants of the within named mortgagee, and made oath in due form more age is true and bona fide as therein set for forth.	nally appeared Floyd C. Boor, and Corporation of Keyser, W.Va., a corporation of law, that the consideration in said

FILED AND RECORDED MAY 20" 1954 at 12:15 P.M.	
This Mortgage, Made this 18th day of May in the	
year Nineteen Hundred and Forty Fifty-four by and between	
Randolph H. Lytle and Florence R. Lytle, his wife,	
of allegany County, in the State of Maryland	
parties of the first part, hereinafter called mortgagor s , and First Federal Savings and Loa	
Association of Cumberland, a body corporate, incorporated under the laws of the United States of	ğ
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgage	14
WITNESSETH:	=

By the payment of Twenty & 46/100 ---- (\$20.46) ---- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

District No. 23 in Cumberland, Allegany County, Maryland, and designated as part of Lot No. 388 on the plat of Welsh Bedford Heights Second Addition as recorded in Liber No. 120, folio 349, one of the Land Records of Allegany County, Maryland, said part of said Lot No. 388 being more particularly described as follows, to-wit:

Beginning at a peg on the northerly side of Rosewood Street at the intersection of Rosewood Street with the westerly side of a fifteen foot alley and running then with said street, South 37 degrees 20 minutes West $27\frac{1}{2}$ feet; then North 52 degrees 40 minutes West 165 feet to the southerly side of a twelve foot alley, then with said alley North.37 degrees 20 minutes East $43\frac{1}{2}$ feet to the westerly side of said fifteen foot alley, and then with said alley South 47 degrees 8 minutes East 165.7 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Frank L. Grant and Maxine Elizabeth Grant, his wife, dated the 13th day of August, 1951, and recorded among the Land Records of Allegany County, Maryland in Liber No. 234, folio 688.

100

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be vold.

And it is Egreco that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantlme, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the belience to rear its very selling or making said

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

End the said mortgagors , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Hundred & 00/100 - - - - (\$1400,00) - - - - Bollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its filen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after defauit under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such defauit, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgages may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repair of said buildings or an increase in the amount of security, or the immediate repair of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgages may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partmentip or emporation , other than the nortgaged property be acquired by any person, persons, part

the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Wittipss, the handsand sealsof the said mortgagors.

Attest:

Milliam Harman Bardalph H. Kyt 16

Florence S. J. Lifte (SEAL

State of Maryland, Allegany County, to-wit:

Randolph H. Lytle and Florence R. Lytle, his wife,

the said mortgagor's herein and they acknowledged the aforegoing mortgage to betheir act and deed; and at the same time before me also personally appeared George W. Legge

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Notary Public

To he of he ge acts aty

FILED AND RECORDED MAY 20" 1954 at 12:15 P.M.

This Morigage, Made this 194 day of NAY in the
year Nineteen Hundred and Borty Fifty-four by and between
Francis a. Schoenadel and Carmel G. Schoenadel, his wife,
of Allegany County, in the State of Maryland
part ics of the first part, hereinafter called mortgagors , and First Federal Savings and Loan
Association of Cumberiand, a body corporate, incorporated under the laws of the United States of
America, of Aliegany County, Maryland, party of the second part, hereinafter cailed mortgagee. WITNESSETH:
Unbereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of
Eight Thousand & 00/100 (\$3000.00) Doi;ars,
which said sum the mortgagor s agree to repay in installments with interest thereon from
the date hereof, at the rate of $\frac{5\frac{1}{2}}{2}$ per cent. per annum, in the manner following:
By the payment of Sixty-five & 37/100 (\$65.37) Doliars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.
How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:
First Parcel: All that lot or parcel of ground situated on North Lee Stree
in the City of Comband of

First Parcel: All that lot or parcel of ground situated on North Lee Street in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning at a mark cut in the concrete retaining wall on the Easterly side of North Lee Street, said mark being North 10 degrees 57 minutes East 111.65 feet from the Northerly side of Cumberland Street (as marked by a concrete retaining wall) and running with the Easterly side of North Lee Street, North 10 degrees 57 minutes East 50 feet to a mark cut in the concrete retaining wall; then leaving North Lee street at right angles, South 79 degrees 03 minutes East 109 feet to a hub in the Westerly eide of an alley; then running with said alley, South 10 degrees 57 minutes West 10 feet; then crossing said alley, South 79 degrees 03 minutes East 10 feet to that part of the original whole lot conveyed to T. G. Pownall by deed dated December 28, 1907, and recorded in Liber No. 103, folio 33; then reversing the last line thereof, South 10 degrees 57 minutes West 40 feet to a hub; then parallel to Cumberland Street, North 79 degrees 03 minutes West 119 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Albert R. Saum and Phyllis V. Saum, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Second Parcel: All that lot, piece or parcel of ground lying and being on the southwesterly side of Bane Street known and designated as Lot No. 4 in Everline's Addition to LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Plat Case Box No. 118 one of the Land Records of Allegany County, Maryland which said lot is more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the southwesterly side of Bane Street said stake also standing at the end of the third line of the deed conveyed from Henry A. Everline and Ida B. Everline, his wife, to John L. Trail et ux, dated July 1, 1935, which is recorded in Liber No. 173, folio 208 one of the Land Records of allegany County, Maryland, (formerly the Elroy S. Fox et ux unrecorded deed) and then reversing the third line of said Trail deed South 65 degrees West 133.5 feet to a stake, then North 22 degrees 30 minutes West 50 feet to a stake, then North 64 degrees 55 minutes East 117.8 feet to a stake standing on the southwesterly side of Bane Street, and then with said street South 40 degrees East 52 feet to the place of beginning.

П

Being the same property which was conveyed unto the parties of the first part by deed of Henry A. Everline and Ida B. Everline, his wife, dated the 13th day of January, 1939, recorded among the Land Records of Allegany County, Maryland in Liber No. 182, folio 364.

It is agreed that the Mortgagee may at its option advance sums of money at anythme for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagor's covenant to maintain all buildings, structures and Improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The sald mortgagors hereby warrant generally to, and covenant with, the sald mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein onthair part to be performed, then this mortgage shall be vold.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legga, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagors , their

1 30

UBER 304 PAGE 523

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, heirs or assigns.

And the said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fight Thousand & 00/100 - - - - (\$800.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgager of the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of appendix and apply for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagor's written consent, or should t

the mortgagee's written consent, or should the same be encumbered by the mortgagers , their, heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforcgoing covenants or conditions for thirty consecutive days.

Williams, the handsand sealsof the said mortgagors.

Attest: - Hilliam Harman Francis A. Schoendel (SEAL)
Francis A. Schoenadel (SEAL) Carroll & Schoenadel (SEAL)
STRIP DI MATHIAND, Carmel G. Schoenadel (SEAL)
Allegany County, to-wit:
I hereby certify, That on this 19th day of MAY
in the year nineteen hundred and hundry Fifty-four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Francis A. Schoenadel and Carmel G. Schoenadel, his wife,
the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act
and deed; and at the same time before me also personally appeared
Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said

the day and year aforesaid.

FILED	AND	RECORDED	HAY	20"	1954	at	3:55	P.M.

This Murigage, Made this 20th day of May in the year Nineteen Hundred and Fifty four , by and between

Nellie S. Seiler and Elmer E. Seiler, her husband,

of Allegany County, in the State of Maryland

Charles W. Yergan and Grece S. Yergan, his wife,

of <u>Allegany</u> County, in the State of <u>Maryland</u>
part ies of the second part, WITNESSETH:

parties of the second part in the just and full aum of SIXTEEN HUNDRED AND FIFTY DOLLARS (\$1650.00), as is evidenced by their joint end several promissory note for said sum of money payable to the order of the said parties of the second part, one year after date with interest from date at the rate of six per cent per annum, computed on semi-annual balances; and during the continuance of this indebtadness the said parties of the first part are to pay not less than \$30.00 per month, to be applied first on interest and the balance on the principal, said payments to commence one month after date and to continue makes on the same date until said amount with the interest thereon ere fully paid.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

perties of the first pert

give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or percel of ground eituated on the Westerly eide of Oak Street, in the City of Cumberland, Allegany County, Maryland, comprising parts of Lote Noe. 51 and 52 in Humbird and Weber's Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the Westerly side of Oak Street, at a point distant South 19 degrees 18 minutes West 115 feet from the intersection of said side of seid street with the Southerly side of Second Street, and running themse with mail

eide of Oak Street, South 19 degrees 18 minutes West 25 feet, thence North 70 degreee 42 minutes West 175 feet to the Easterly side of a 15 foot elley, then with said elley, North 19 degrees 18 minutes East 25 feet, then South 70 degrees 42 minutes East 175 feet to the beginning. It being the seme property conveyed to Peul L. Lee end Nellie 3. Lee, his wife, by Jesse E. Utt et ux, by deed dated October 2nd, 1925 and in ter-

recorded amon the Land Records of Allegany County in Liber No. 151, folio 535; t
said Paul L. Lee, died in 1928, so that the title to the property became veeted i
Nellie 3. Lee, individually by eurvivorship; the said Nellie S. Lee, has eince in
married with Elmer E. Seiler.
Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Drovided, that if the said parties of the first part , their
heirs, executors, administrators or assigns, do and shall pay to the said
perties of the second pert, their
executors, administrators or assigns, the aforesaid sum of
the atoresaid sum of
SIXTEEN HUNDRED AND FIFTY DOLLARS
together with the interest thereon, as and when the same shall become due and payeble, and in
the meantime do and shall perform ell the covenants herein on their part to be
performed, then this mortgage shall be void.
End it is Egreed that until default be made in the premises, the said
perties of the first park
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public itens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
harshy course to the first part
netery covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said
parties of the second part, their
heirs, executors, administrators and assigns, or Morris Baron
time thereafter to call the respect to be the respect to the second transfer to call the second transfer to the second transfer to the second transfer to the second transfer to the second transfer transfer to the second transfer trans
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
from such sale to apply first to the narround of all accion for case, and the proceeds arising
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
natured or not; and as to the balance, to pay it over to the said.
parties of the first part, their
the on my restandant inder the above power but no sale, smalled of the standard of
n case of advertisement moder the above power but no sale, one-half of the above commission thall be sllowed and paid by the mortgagors, thair representatives, heirs or assigns.
the on my restandant inder the above power but no sale, smalled of the standard of

	e of this mortgage, to keep insured by some insurance
Company or companies acceptable to the m	
ssigns, the improvements on the hereby m	
	HINDRED AND FIFTY DOLLARS Dollars,
	therefor to be so framed or endorsed, as in case of fires,
	their heirs or assigns, to the extent
ftheir	r lien or claim hereunder, and to place such policy or
	gagee , or the mortgagee may effect said insurance
nd collect the premiums thereon with inte	
Mitness, the hand and seal of said	d mortgagor -
ttest:	
As to both;	Wellie S. Seiler [SEAL] Common Sulley [SEAL]
6.4.2.	Wellie S. Seiler
ince to find f	SEAL]
	,
State of Maryland,	
Allegany County, to-wit:	
I hereby certify, That on	this 20th day of May
in the year nineteen Hundred and Fifty-i	four, before me, the subscriber,
	, in and for said County, personally appeared
	, in and for said county, personally appeared
Nellie S. Seiler end	i Elmer E. Seiler, her husband
and both acknowledged the afore	going mortgage to betheir
act and deed; and at the same time before	me also personally appeared
Charles W. Yerga	:
	ath in due form of law, that the consideration in said
not as true and bona fide as therein s	et for forth.
WITTESS my hand and Notarial Sea	al the day and year aforesaid.
	Trelyn J. O Downell Notary Poblic
C Visa	Notary Public.

Compared and recess to the To Les & Linger acty ity

	BY 19
	This Antigage, Made this 26 Fd day of May in the
Kuran	year Nineteen Hundred and Porty Fifty-four by and between
100	ine assemby of God of Cumberland, Allegany County, Maryland a religious
Billian Man 18	duly incorporated under the laws of the State of Maryland,
SE 1855	of Allegany County, in the State of Maryland
	part y of the first part, hereinafter called mortgagor , and First Federal Savings and Loan
(1989)	Association of Cumberland, a body corporate, incorporated under the laws of the United States of
RECOMMENT TAL	America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.
(E) 1857	WITNESSETH:
V. ct. Tan.	CObercas, the said mortgagee has this day loaned to the said mortgagor , the sum of
	Forty Thousand & 00/100 (\$40,000,00) Dollars,
Marian IAX	which said sum the mortgagor agree e to repay in installments with interest thereon from
5 5	the date hereof, at the rate of 42 per cent. per annum, in the manner following:
10 mg	By the payment of Four Hundred & 00/100 (\$400.00) Paller
Tanan IV.	on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges effecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.
	How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgager do e give, grant bargain and sell, convey, ing described property, to-wit:
	FIROT: All that lot or parcel of ground situated on the Easterly side of
A.	Wallace Street in the City of Cumberland, Allegany County, Maryland, particularly
	described as followe, to-wit:
narios IAI	Beginning for the same at the intersection of the Southwesterly side of North
	Lee Street with the Easterly side of Wallace Street, and running then with said
100	side of Wallace Street South 36 degrees 45 minutes West 48 feet, then still with
	eaid side of Wallace Street South 11 degrees 45 minutes West 48 feet to the lot
of or rear	now owned by A. R. D. Banke, then with the Northerly side of said Banks lot, and
	he same extended, South 78 degrees 15 minutes East about 98 feet to North Lee
No.	treet, then with the Southerly side of said North Lee Street, North 28 degrees
	5 minutes Weet about 118 feet to the beginning.
CLIM	It being the same property conveyed by August W. Heinrich and Etta C. Heinrich,
b h	is wife, to The Assembly of God of Cumberland, Allegany County, Maryland, a corpora-
t	ion by deed dated August 11, 1924, and recorded in Liber No. 148, folio 26, Land
R	ecords of Allegany County, Maryland.
V-d	SECOND: All that lot or parcel of ground situated in the City of Cumberland,
A	legany County, Maryland, known as part of Lot No. 148, of the original Town Lots of
Cu	mberland and which to describe the second se

Cumberland, and which is described as follows, to-wit:

Beginning for the same on the Easterly side of Johnson Street at the end of the first line of the deed from Elizabeth T. Lowndes to Charles A. Morrisey et ux, dated February 12, 1920, and recorded among the Land Records of Allegany County, Maryland in Liber No. 131, folio 522, said beginning being at the end of 60 feet measured in a Northerly direction along the Easterly side of Johnson Street from its intersection with the Northerly side of Fayette Street, and running then with the Easterly side of said Johnson Street South 12 degrees 15 minutes West 60 feet to the Northerly side of Fayette Street; then with the Northerly side of Fayette Street South 77 degrees 40 minutes East 132 feet to the Westerly side of Cumberland (formerly Water) Street; then with the Northerly side of Cumberland Street North 28 degrees west 72.8 feet to the end of the second line of the said deed from Elizabeth T. Lowndes to Charles A. Morrisey et ux, then reversing said second line and parallel with Fayette Street North 83½ degrees West 94.84 feet to the point of beginning on the Southerly side of Johnson Street.

It being the same property conveyed by Tasker G. Lowndes and Elizabeth L. Lowndes to The Assembly of God of Cumberland, Allegany County, Maryland, a religious corporation, by deed dated March 5, 1951, and duly recorded among the Land Records of Allegany County, Maryland in Liber No. 233, folio 411.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is heid by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain ail buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that <u>it</u> will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whoie or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sald sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured as not; and as to the belonge to control to such sale including taxes, and as to the belonge to control to such sale including taxes, and as to the belonge to control to such sale including taxes, and as to the belonge to control to such sale including taxes, and as to the belonge to control to such sale including taxes, and as to the belonge to control to such sale including taxes.

have then matured or not; and as to the balance, to pay it over to the said mortgagor, heirs or assigns, and in case of advertisement under the above power but no saie, one-half of the

and the

UBER 304 PAGE 529

above commission shall be allowed and paid by the mortgagor , its _representatives, heirs And the said mortgagor , further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty Thousand & 00/100 - - - amount of at least Forty indusand & 00/100 - - - (3/2,000,00) - - Dollars and to cause the policy or policles issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the - - (340,000,00) - - -End the sald mortgagor , as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling doe from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage onder the terms and conditions herein set forth. In consideration of the premises the mortgage onder the terms and conditions herein set forth.

In consideration of the premises the mortgagor , for itself and its successors heirs, personal representatives, do es hereby covenant with the mortgagec as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all liens for public improvements within illnety days after the same shall become doe and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage mortgage, and at the option of the mortgagee, limmediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagee's written consent, or should the same be encumbered by the mortgagor , its and its successors, mortgagor , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor , ita helrs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

IN WITNESS WHEREOF, the said The Assembly of God of Cumberland, Allegany County, Maryland, has caused these presents to be signed with its corporate name by its President and its than the signature of its Secretary this 20 day of May, 1954.

Attest:

THE ASSEMBY OF GOD OF CUMBERLAND,

ARXIVELY (SEAL) e Clent (SEAL) (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I HEREBY CERTIFY, That on this 20 M day of May, 1954, before me, the subscribar, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared mortgage to be the act and deed of The Assembly of God of Cumberland, Allegany County, Maryform of Maryland, and at the same time the said FRANK J. FRATTO President, made oath in dua land act the transfer of the Assembly of God of Cumberland, Allegany County, Maryform of Maryland and act the transfer of the Assembly of God of Cumberland, Allagany County, Maryland and the transfer of the Assembly of God of Cumberland, Allagany County, Maryland and the transfer of the Assembly of God of Cumberland, Allagany County, Maryland and the transfer of the Assembly of God of Cumberland, Allagany County, Maryland and the transfer of the Assembly of God of Cumberland, Allagany County, Maryland and the transfer of the Assembly of God of Cumberland, Allagany County, Maryland and the transfer of the Assembly of God of Cumberland, Allagany County, Maryland and the transfer of the Assembly of God of Cumberland, Allagany County, Maryland and the transfer of the Assembly of God of Cumberland, Allagany County, Maryland and the transfer of the Assembly of God of Cumberland, Allagany County, Maryland and the transfer of the

d Notarial Seal the

LEER 304 PAGE 530

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 20th day o	May
in the year nineteen hundred and waty Fifty-four	, before me, the subscriber.
a Notary Public of the State of Maryland, in and for said County	, personally appeared
Attorney and agent for the within named mortgagee and made of consideration in said mortgage is true and bona fide as therein set in due form of law that he had the proper authority to make the	forth, and did further make oath
Overhouse my mand and Nataonal Shall the day and year afor	resaid.

To fee it figge acty aty

FILED AND RECORDED MAY 21" 1954 at 12:20 P.M.

This Mortgage, Made this	20th day of	N	ar	in the
year Nineteen Hundred and Farty Fifty-fo		and between		
of Allegany	County, in	the State of	Maryland	2
part yof the first part, hereinafter called	mortgagor	, and First Fed	ieral Savings an	d Loan
Association of Cumberland, a body corporate,	incorporated u	nder the laws o	f the United St	ates of
America, of Allegany County, Maryland, par	rty of the secon	od part, hereins	fter called mor	tgagee.
WITNESSETH:		717	O'UN TOTAL	Mass. 8
mhereus, the said mortgages has th	ais day loaned to	o the said mort	gagor , the	sum of
Sixty-seven Hundred Fifty & 00/100 -		(\$6750.00) -	4	Dollars,
which said sum the mortgagor agree s	to repay in in	stallments with	Interest thereo	n from
the date hereof, at the mate of 42 per cent. p	per annum, in ti	he manner follo	wing:	
By the payment of Forty-tan & 73/100 on or before the first day of each and every n principal sum and interest shall be used which	nonth from the	date hereof, in	otil the whole o	blan to

USER 304 PAGE 531

the payment of interest; (2) to the payment of all taxes, water rent, assessments or puone charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the bereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

all that certain tract or parcel of land, situate on the west side of the NcMullen Highway, in Election District No. 31, in Allegany County, Maryland, and described by metes and bounds, as follows, to-wit:

Beginning at a concrete marker located North 60 degrees 10 minutes

East 800 feet from the last corner of a tract of 0.42 of one acre conveyed to

Frank Dominic and Fauline 3. Dominic by deed dated February 7, 1947, by James H.

Frankhouser and wife, where another concrete marker is located, said markers

being 12 feet westward and at right angles to the west boundary line of the

McMullen Highway (U. S. Route No. 220), and running then, parallel to and 12 feet

distant from said road line, South 60 degrees 10 minutes West 50 feet (M.S. 1946

continued vermier readings) to an iron stake; then North 29 degrees 50 minutes West

250 feet to another iron stake; then North 60 degrees 10 minutes East 50 feet to

another of said stakes; then South 29 degrees 50 minutes East passing a white oak

tree on center line at 230 feet, in all, 250 feet to the place of beginning. Con
taining 12.500 square feet by calculation (0,287 of an acre).

Being the same property which was conveyed unto the party of the first part by deed of Justin V. Adams, of even date, which is intended to be recorded among the Land Records of allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenant s to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that he will execute such further assurances as may be requisite.

Gagether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

its successors and assigns, forever, provided that if the said mortgager, his heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

LIBER 304 PAGE 532

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to the said mortgagor his above commission shall be allowed and paid by the mortgagor , his representatives, heirs or assigns.

And the said mortgagor, further co- tence of the mortgage, to keep insured by son	venants to incure four	shouldh and a see V	
the mortgagee or its successors or assigns, the in	provements on the h	or companies acce	ptable to
amount of at least <u>Sixty-seven Hundred Fift</u> and to cause the policy or policies issued therefore inure to the benefit of the mortgagee, its success thereunder, and to place such, policy or policies mortgagee may effect said insurance and collect mortgage debt.	or to be so framed or essors or assigns, to the	ndorsed, as in case of e extent of its lien	Dollars of fire, to or claim
Att 0 the said mortgagor , as addition hereby secured, do eshereby set over, transfer assigns, all rents, issues and profits accruing or fathe terms of this mortgage, and the mortgagee is to take charge of said property and collect all renas may be necessary to protect the mortgage und	alling due from said p s hereby authorized, in	remises after defau n the event of such	sors and ilt under default,
In consideration of the premises the mortgage heirs, personal representatives, does hereby deliver to the mortgagee on or before March 15th of all lawfully imposed taxes for the preceding ca evidencing the payment of all liens for public impecome due and payable and to pay and dischar mental levies that may be made on the mortgage other way from the indebtedness secured by the waste, impairment or deterioration of said proper mortgagor to keep the buildings on said proper demand the immediate repair of said buildings immediate repayment of the debt hereby secured with said demand of the mortgagee for a period mortgage, and at the option of the mortgagee, imhereby secured, and the mortgagee may, witho mortgage, and apply for the appointment of a recof this mortgage in any action to foreclose it, sha any security for the debt) to the appointment of premises and account therefor as the Court may digaged property be acquired by any person, person mortgagor, by voluntary or involuntary grant the mortgagee's written consent, or should the sa heirs, personal representatives and assigns, witho of said principal sum shall immediatly become	cor , for himsel covenant with the mo of each year tax rece lendar year; to delive provements within nine ge within ninety day; ed property, on this r is mortgage; (2) to provide ty in good condition of or an increase in the and the failure of the failure of the failure of the failure of the privariant of the failure of the privariant of the failure	and his ortgagee as follows: ipts evidencing the r to the mortgagee ety days after the sa s after due date all mortgage or note, o permit, commit or s r, and upon the failum f repair, the mortga amount of security e mortgagor constitute a breach entire principal and roccedings to forecl rovided; (3) and th regard to the adeq he rents and profits the title to the here oration any other manner, the mortgagor tten consent, then the ein provided; (5) t	(1) to payment receipts me shall govern-r in any suffer no re of the gee may r, or the comply of this interest lose this e holder quacy of sof sald in morthan the without his ne whole that the
thirty days or after default in the performance of for thirty consecutive days.	f any of the aforegol		
milnight, the hand and seal of the sa	ld mortgagor.		
Attest:		4	
William Harman	William Pale Ti		(SEAL)
State of Maryland,	WITTING DATE II	THO COK	-
Allegany County, to-wit:			•
I hereby certify, That on this	anth	11-	
I pereny reruly, That on this	day of	may	
in the year nineteen hundred and forty. Pic		, before me, the su	becriber,
a Notary Public of the State of Maryland, in as	ACTOR DE COMPANS	rsonally appeared	PICA
William Dale T	Imbrook,		
the said mortgagor herein and he acknow	riedged the aforegoing	mortgage to be_h	is act
and deed; and at the same time before me also me	recoully engeared	George W. Legge	Married -

LIDSR 304 PAGE 533

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgageers.

O WITDE Santy hand and Notarial Scal the day and year aforesaid.

To firs of Englither and

FILED AND RECORDED MAY 21" 1954 at 12:20 P.M. PURCHASE MONEY This Mortgage, Made this 26 th day of May year Nineteen Hundred and Force Fifty-four by and between Kenneth S. Hopwood and Dolores E. Hopwood, his wife. Allegany County, in the State of parties of the first part, hereinafter called mortgagors , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH: Wibereas, the said mortgagee has this day loaned to the said mortgagors , the sum of Thirteen Thousand Four Hundred Fifty & 00/100 - - - (\$13450,00) - - - - Dollars which said sum the mortgagore Agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following: By the payment of One Hundred Six & 39/100 - - (\$106.39) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance. How Eberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagore do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain piece or parcel of ground eituated on the northwesterly

UBER 304 PAGE 532

But in case of refault being made in payment of the most and the
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,
hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall
have then matured or not; and as to the balance, to pay it over to the said mortgagor , his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor , his representatives, heirs
And the said mortgagor, , further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurence covenants.
tence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-seven Hundred Fifty & CO/10C Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
A m A above of
At 0 the said mortgagor , as additional security for the payment of the indebtedness hereby secured, do es hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.
in consideration of the premises the mortgagor , for himself and his heirs, personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterloration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the fallure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to coliect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagee's written consent, then the whole of said p
for thirty consecutive days.
Witness, the hand and seal of the said mortgagor,
Attest:
William Harman William Vole Funtook (SEAL)
State of Maryland,
Allegany County, to-wit:
21 1 1 200
I hereby certify, That on this 20th day of May
in the year nineteen hundred and forty. Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
William Dale Timbrook,
the said mortgager herein and he acknowledged the aforegoing mortgage to be his act

URBR 304 PAGE 533

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgageers.

O WITDERS my hand and Notarial Scal the day and year aforesaid.

To Las & gage cette 1 4

FILED AND RECORDED MAY 21" 1954 at 12:20 P.M. PURCHASE MONEY This Murigage, Made this 26 th day of May year Nineteen Hundred and Forty Fifty-four Kenneth S. Hopwood and Dolores E. Hopwood, his wife. Allegany County, in the State of parties of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH: TUI bereas, the said mortgages has this day loaned to the said mortgagors , the sum of Thirteen Thousand Four Hundred Fifty & 00/100 - - - (\$13450.00) - - - Dollar which said sum the mortgagors to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following: By the payment of One Hundred Six & 39/100 - - (\$106,39) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said instaffment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance. How Therefore, in consideration of the premises, and of the sum of one dollar in paid, and in order to secure the prompt payment of the said indebtedness at the maturity th together with the interest thereon, the said mortgagora do give, grant bargain and sell, correlease and confirm unto the said mortgagoe, its successors or assigns, in fee aimple, all the fring described property, to-wit:

All that certain piece or parcel of ground situated on the northwesterly

LIDER 304 PAGE 534

side of Braddock Road, LaVale, allegany County, Maryland, in the Allegany Grove Camp Ground Addition Amended, a plat of which is recorded in Plat Book No. 1, folio 53, being a part of Lots Nos. 1, 2 and 3 of said addition and a parcel adjoining thereto which said parcels are more particularly described as follows, to-wit:

Beginning for the same at an iron bar stake at the intersection of the and running then with said road easterly side of a 20 foot street with the northerly side of Braddock Road/North 74 degrees 51 minutes East 113.7 feet to a stake at the end of the third line of A deed from Eleanor Humbird to Allejany Grove Camp Meeting Association, dated May 27, 1890, and recorded in Liber No. 68, folio 483 one of the Land Records of Allejany County, then continuing with said Braddock Road North 85 degrees 15 minutes East 50 feet, then leaving said road North 25 degrees 45 minutes West 140 feet, then South 85 degrees 15 minutes West 50 feet to a point on the third line of said Eleanor Humbird deed, then with part of said third line South 23 degrees 32 minutes East 51.8 feet to the end of the second line of the deed from Norbert J. Zeller et ux to be seen the end of the second line of the deed from Norbert J. Zeller et ux to be seen to a lated March 30, 1951, which is recorded in Liber No. 233, falso 310 allejany County Land Records, then South 57 degrees 42 minutes West 121.5 feet to a stake on the easterly side of aforementioned 20 foot street and then with stall street South 32 degrees 18 minutes East 54.4 feet to the place of beginning.

Being the same property which is described in the deed from Norbert J.

Zeller at ux to Kenneth S. Hopwood et al dated March 30, 1951, recorded in Liber

160. 233, folio 310 Allegany County Land Records and the same property which is described in a deed from John I. Spiker to Kenneth S. Hopwood et ux, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland simultaneously with the recording of these presents, and being the same property which is described in a deed from Percival R. Wright et ux to Kenneth S. Hopwood et ux of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

it is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

UBER 304 PAGE 535

on their part to be performed, then this mortgage shall be void.

Had it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

George W. Legge

hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagors , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, heirs or assigns.

And the said mortgagor 5, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen Thousand Four Hundred Fifty & 00/100 - - - - D ollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgager s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding alendar year; to deliver to the mortgage receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, inmediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors—their

the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Wiftiess, the handsand sealsof t	the said mortgagors
Attest: Milliam Harman	Kenneth S. Hopwood CSEAL
agus or atamping	Dolores E. Hopwood (SEAL
	(SEAL
	(SEAL

LIGER 304 PAGE 536

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 27 th day of May in the year nineteen hundred and forty Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Kenneth S. Hopwood and Dolores E. Hopwood, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared. George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

Notary Public

To Mitge Beston Rd.

FILED AND RECORDED MAY 21" 1954 at 10:15 A.M.

of Allegany-----County, in the State of Maryland-----parties of the first part, and The First National Bank of Barton, Maryland
a corporation, organized under the national banking laws of The
United States of America.

of Barton, Allegany------County, in the State of Maryland-

Whereas,

The said parties of the first part are indebted

USSR 304 PAGE 537

unto the party of the second part in the full and just sum of four-teen hundred dollars (\$1400.00) for money lent, which loan is now evidenced by the promissory note fo the said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part at The First National Bank of Barton, Maryland. And whereas, it was understood and agreed between the parties hereto that this mortgage should be executed to secure said debt.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do ---- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors----

and assigns, the following property, to-wit:

of an acre, more or less, situated near Lonaconing, Allegany County, Maryland along the Right of Way limits of The Cumberland and Pennsylvania Railroad and 33 feet from the centre thereof. Being a part of the land conveyed by Mary Emma Grahame and husband to Charles W. Rine et ux by deed of anuary 16, 1920, recorded in Liber No. 132 Folio 52 of the land records of Allegany County, Maryland, and being the same property which was conveyed by Charles W. Rine et ux to Ellsworth V. Green and Sara A. Green by deed of April 16, 1947, recorded in Liber No. 214 Folio 487 of the land records of Allegany County, Maryland. To which deed so recorded a reference is hereby made for a definite and particular description by courses and distances of the property hereby mortgeged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforemid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Darky of the

desend part, its successors recommended

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their----heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. Hnd the said parties of the first part insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or---assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen hundred ---- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors wis or assigns, to the extent policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Mitness, the hand and seal of said mortgagor s. Attest: I suppl Howell - Joseph Howell ***************************** Sera E. Green [SEAL] State of Maryland, · Allegany County, to-wit: I hereby certify. That on this thirteenth day of Kay----in the year nineteen Hundred and Fifty four----, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ellsworth V. Green and Sara E. Green, his wife, ----acknowledged the aforegoing mortgage to be their voluntary---act and deed; and at the same time before me also personally appeared Fatrick A. Laughlin. President of The First National Bank of Barton, Maryland. the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth, and that he is the president of said bank duly authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid. Joseph Howel

1878 3114 E 5719

Compared of Marcol Cleaner

This Mortgage, Made this _____ 19th _____ day of in the year numeteen buildred and

by and between

. and MEY ? 1 Assume County, State of Maryland, of the first part, recematter called Mortgagor [11] COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly exceptionated under the laws of Maryland, of the second part, hereinetter called Mortgagee,

Whereas, the said Mortgagor insity and bona fide indebted unto the

Martwagee in the rull and east our of .

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the argregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment if the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagor do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: A-

ods .it. micke indag i king., <u>ik. i</u>

in a compared to the compared The State of the s South 46 dayrees and 11 minites lest 100 feet; thence South 11 de rees and 19 directes East 59.14 feet to direct Street; then but sai Street, North 13 de rees - + 2) win tes East 1 % the tor the place of emining.

leig the same property conveyed by Blaine P. Hendrickson et ax to the said Paul 3. Angle et ux by deed dated June 26, 1945, and recorded in Liber No. 204, folio 372, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successoror assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters. privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Frantice, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of- - -Two Thousand Six Hundred (\$2,600.00)- - - dollars

and the interest thereon in the manner and at the times as afore set onl, and such future advances with interest thereon, as may be made as hereinhefore provided, and in the meantime do and shall perform all the covenants herein on the part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors—may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public hens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagor—hereby covenant—to pay when legally demandable, and it is covenanted and agreed that in the event the said Mortgagor—shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same hecome due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, pechaltics and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manuer following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagor - , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage. including such future advances as may be made as aforesaid, whether the same shall have their matured or not; and as to the balance, to pay it over to the said Mortgagors - , its, his, her or their heirs or assigns.

And the said Mortgagora further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagor, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least ---- Two Thomased Six Insured (*2,600.00) --- dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire of other hazard, to inure to the benefit of the Mortgagoe, its successors or assigns, to the extent of its or their lieu or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagoe, or the Mortgagoe may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors .

Stilliam (C. Dudle).

Paul G. Angle (S. Delma J. Angle (S. Thelma I. Angle (S. Thelma I.

115ER 304 PAGE 541

State of Maryland, Allegany County, to-wit:

3 hereby Certify, that on this — 19# - day of May, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Paul 1. Angle and Thelma I. Angle, his wife,

and acknowledged the aforegoing mortgage to be ___their act and deed; and at the same time, before me, also personally appeared George G. Cook, The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

3n Witness whereof I have hereto set my hand and affixed my Notarial Seal the day ind year above written. William Q. Sudley.

Compared a d Mailer Blackey

FILED AND RECORDED MAY 21" 1954 at 8:30 A.M. DEED OF RELEASE

THIS DEED OF RELEASE executed this the 20th day of May, 1954, by the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, "ITNESSETH:

THAT WHEREAS W. . A. Roby, now deceased, of Allegany County, Maryland, was indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Seven Thousand Five Hundred Dollars (\$7500.00), which indebtedness was secured by a mortgage executed by the said W. A. Roby to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, dated June 1st, 1950 and recorded among the land records of Allegany County, Maryland, in Mortgage Volume 235, page 387,

AND WHEREAS all principal, interest and other charges connected with the said indebtedness have been paid in full, now therefore, the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, doth hereby release, nullify and cancel the said mortgage, and the same shall henceforward be null and void and of no effect.

IN ITNESS .. HaRaOF The Farmers and Merchants Bank of Keyser, est Virginia, a corporation, has caused this deed to be executed by J. Paul Blundon, its President, and its Corporate Seal to hereunto affixed, this the 20th day of May, 1954.

> Farmers and Merchants Bank of Keyser, west Virginia, a corporation

ittest: & Book

STATE OF WEST VIRGINIA COU TY OF MINERAL, to-wit:

This the 20th day of May, 1954, appeared before me in my county and State aforesaid J. Paul Flundon, President of the armers and Merchants Bank, whose signature is affixed to the foregoing Deed of Release, and the said J. Paul Blundon did acknowledge before me his signature to be the act and deed of the Farmers and Merchants Bank of Keyser, West Virginia, a corporation.

My Commission expires the day of Merchant, 1963.

Mary Public Kemphon

Compared and Mailed Course To Myce Regger St. Ve.

77 7 1 1 1

FILED AND RECORDED WAY 22" 1954 at 8:30 A.M.

THIS PURCHASE MONEY MORTCAGE, made this the 19th day of May, 1954 by and between James E.Rolins, hereinsfter called mortgagor, which expression shall include his heirs, personal representatives, successors and assigns, where the context so admits or requires of Allegany County, Maryland, party of the first part, and The National Bank of Keyser, West Virginia, a corporation, hereinafter called mortgages, which expression shall include its personal representatives, successors and assigns, where the context so requires or admit, of Mineral County, West Virginia, party of the second part.

WHEREAS, said mortgagor now stands indebted unto the said mortgages in the full and just sum of Pour Hundred Dollars and thirty two cents (\$400.32), as evidenced by his installment note of even date herewith, payable in 12 months in installments of \$33.36 each, one of which is due on the 19th day of each succeeding month hereafter until the entire principal sum has been paid.

And said note is also signed by Otha Evans.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, in consideration of the premises, and the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the time of payment of said note and monthly payments the said Mortgasor doth rive, rant, bargain and sell, convey, release and confirm unto the said Mortgase, said, The National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors and assigns, the following personal property, to-wit:

ONE 1949 Kaiser 4 Deor Sedan, Serial No. \$492-009042

Motor No. M. 18323, Virginia title in the name of Otis Kelly Willt, Falls Church, Virginia, but this date being transferred to said James E. Rolins, Wood Street Extended, Westernport, Allegany County, Maryland.

It is agreed between the parties hereto that the mortga or will not dispose of said personal property or remove from Allegany County, Maryland, the said personal property hereinbefore mentioned and described, without the consent in writing of said, The National Bank of Keyser.

It is further agreed by and between the parties hereto that themortgagor shall keep the above described personal property in good repair or condition during the time of this mortgage.

It is further agreed that the mortgagor will insure forthwith, and pending the existence of this mortgage, by some insurance company acceptable to the mortgagee, or its personal representatives, auccessors and assigns, the within named personal property against fire, theft and collision, to the amount of at least \$400.32, the proceeds of any insurance paid to the mortgagor by reason of any loss or injury to be applied either to the payment of asid mortgage indebtedness or towards the repair and replacement as said mortgagee, its successors or assigns, may elect.

The mortgagor shall immediately notify the mortgagee by registered mail of any and all levies which may be placed upon the said personal property by any constable, sheriff or other officer, and the mortgagor further agrees to notify the mortgagee of the making of any assignment for the benefit of creditors or of the filing of any voluntary or involuntary petition in bank-ruptcy, or the appointment of a Receiver for said mortgagor.

П

BUT in case of default being made in payment of the mortgage debt, or the monthly payments, or the interest thereon, or

in any agreement, covenant or condition of this mortgage, or in the attempt to dispose of said personal property without first obtaining written permission of the said morpgagee, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and there presents are hereby declared to be made in trust and the said, The National Bank of Keyser, W. Va., mortgagee,

its personal representatives, successors and assigns, or James H. Swadley, Jr., its suly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter to sell the property hereby mortgaged, and to transfer the same to the purchaser thereof, which sale shall be made in manner following, to-wit: By giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied and a commission of 10% to the party selling or making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been then matured or not, and as to the balance, to pay it over to the said James E.Rolins, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shell be allowed and paid by the mortgagor, his heirs or assigns.

Witness the hand and seal of said mortgagor.

1,333 Attest;

THE NATIONAL BANK OF KEYSER, W.VA.

a corporation.

BY Joseph R. Patchett, its President.

State of West Virginia, County of Mineral, to-wit;

I HEREBY CERTIFY that on this 20th day of May, 1954, before me, the subscriber a notary public of the State of Weat Virginia, in and for said County of Mineral, personally appeared James E.Rolins whose name is signed to the writing shove and being the within named mortgagor and acknowledged the aforegoing mortgage to be his act and deed. And at the same time before me also personally appeared Joseph E.Patchett, President of the National Bank of Keyser, W. Va., a corporation, the within named mortgagee and made oath in due form of hat the consideration in said mortgage is true and bona fide

O Notany Public

To hos & Legge acty at

PILED AND ACTION NO. 18 AND AND ADDRESS OF THE PARTY OF T
This Mortgage, Made this 24 th day of May in the
year Nineteen Hundred and Forty Fifty-four by and between
Joseph J. Dorsey and Phyllis S. Dorsey, his wife,
of Allegany County, in the State of Maryland
part_inn_of the first part, hereinafter called mortgagor n , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgage and Zella J. Weires, widow, party of the third part. WITNESSETH:
Unbereas, the said mortgagee has this day loaned to the said mortgagors , the sum of
Fifty-five Hundred & 00/100 (\$5500.00) Dollars
which said sum the mortgagor s agree to repsy in installments with interest thereon from
the date hereof, at the rate of 53 per cent. per annum, in the manner following:
By the payment of Forty-four & 94/100 (\$44.94) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornole interest.

charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

**Row Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee aimple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southeast side of Weires Avenue and being known or designated as Lots Nos. 19, 20 and 21 in Section B of the sub-division of part of the Christopher Weires Farm in LaVale, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the southeast side of Weires Avenue, said stake also stands at the end of the first line of Lot No. 18 of the said sub-division and also at the end of the first line of the adjoining whole property as conveyed by Zella J. Weires to Joseph F. Elake et ux, by deed Hated the 11th day of June, 1951, and recorded in Liber No. 235, folio 452, one of the Land Records of Allerany County, Maryland, and running then with the said southeast side of veires avenue (magnetic bearings as of 1923 and with horizontal measurements) North 48 degrees and 45 minutes East, 150 feet to a stake, then at right angles to said leires avenue, South 41 degrees and 15 minutes East, 138 feet to a stake standing on the northwest side of a 12 foot alley, then with the said northwest side of the alley, South 48 degrees and 45 minutes West, 150 feet to a stake standing at the end of the second line of the aforementioned J. F. Blake property, and then reversing the said second line North 41 degrees and 15 minutes lest 138 feet to the place of beginning.

Being the same roperty which was conveyed unto the parties of the first part by deed of Zella J. Meires, widow, dated the 23rd day of October, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 254, folio 270.

The party of the third part joins in this mortgage for the purpose of waiving and she does hereby waive the lien of her mortgage from Joseph J. Dorsey Allegany County Mortgage Records at ux dated October 23, 1953, recorded in Liber No. 301, folio 56/in favor of the within mortgage so that the within mortgage shall become a first mortgage against the within conveyed property and the aforesaid Weire's mortgage to become a second mortgage against the within conveyed property.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Togetber with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgages, and theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

24 1

LIBER 304 PAGE 547

to such sale including taxes, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

End the said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-five Hundred & $0.0/100 - - - (\frac{6}{2}500.00) - - - - Dollars$ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for thamsalvas and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee-receipts evidencing the payment of all lens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagor s to keep the buildings on said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the intended the mortgage of a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the sppointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor's written consent, or should the same be encumbered by the mortgagor's them the whole the mortgagor's written consent, then the whole

the mortgagee's written consent, or should the same be encumbered by the mortgager s. their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

State of Maryland, Allegany County, to-wit:

in the year nineteen hundred and succy Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph J. Dorsey and Phyllis E. Dorsey, his wife, and Zella J. Weires

the cald consideration and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge

Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in our country to make this affidavit as agent for the said

URBN 304 PAGE 548

OTARP

OTARP

MESTERS on hand and Notarial Soal the day and year aforesaid.

Notary Public

Compared and Moses Divered of To les st. Legge acty City

FILED AND RECORDED MAY 24" 1954 at 12:25 P.M.

This Mortgage, Made this 2/37 day of May in the
year Nineteen Hundred and Fasty Fifty-four by and between
Patrick A. Tierney and Sarah J. Tierney, his wife,
of Allegany County, in the State of Maryland
part les_bf the first part, hereinafter called mortgagor s_, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:
Unbereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of
Sighty-five Hundred & 00/100 (\$8500.00) Dollars,
which said sum the mortgagor s agree to repay in installments with interest thereon from
the date hereof, at the rate of 42 per cent, per annum, in the manner following:
By the payment of Fifty-three & 81/100 (\$53,81) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the following described property, to-wit:

PIRST: All that lot or parcel of ground in the City of Cumberland,
Maryland, situated on Allegany Street, and particularly described as follows, to-wit:

BESTINNING at a point on Allegany Street on the East side thereof, dis-

tant 177 feet Northward of the North side of Washington Street, and running then by a line perpendicular to allegany Street South 78 degrees and 50 minutes East 110 feet to an alley twelve feet wide running parallel to Allegany Street through to Fayette Street, then with said alley North 11 degrees East 27, feet, then by a line parallel to the first line North 78 degrees and 50 minutes west 110 feet to Allegany Street, then with Allegany Street South 11 degrees Mest 27 feet to the place of beginning.

SECOND: All that lot or parcel of ground situated in the City of Cumberland, Allegany County, in the State of Maryland, on the East side of Allegany Street, described as follows, to-wit:

the second line of the lot conveyed by Christian F. Kenneweg and wife to J. Wilson Humbird by deed dated the 23rd day of September, in the year 1893, and recorded in Liber No. 74, folio 438 of the Land Records of Allegany County, said point being 171 feet Northwardly of the Northeast corner of Washington and Allegany Streets, measured along Allegany Street, and running then with the third line of the Humbird lot aforesaid, South 78 5/6 degrees East 51½ feet to the end thereof, then still South 78 5/6 degrees East 58½ feet to an alley twelve feet wide running parallel to Allegany Street, through to Fayette Street, then with said alley, North 11 degrees East 6 feet to the end of the first line of the lot conveyed by Arthur H. Amick and Lillian C. Amick, his wife, and others, to Mary R. Shepherd Wilson by deed dated March 19, 1895, and recorded in Liber No. 76, folio 599 of said Land Necords, and with said first line reversed, North 78 degrees and 50 minutes East 110 feet to Allegany Street, and with said street, South 11 degrees West 6 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Therman F. Leasure and Gertrude C. Leasure, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagore covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any eums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor e hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager e , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors

UBER 304 PAGE 550

or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bnd it is Barcco that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor a hereby covenant to pay when legally demandable.

hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not, and say to the between the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagor s . their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors . their representatives, heirs or assigns.

And the said mortgager, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight,—five Fundred & 00/100 - - - (38500.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruim or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor * , for __themsslyss and __thair heirs, personal representatives, do __hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor's to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor's to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor's written consent, or should the same be encumbered by the mortgagor's , theat related to the mortgagor's or intere

the mortgagee's written consent, or should the same be encumbered by the mortgagers , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Bilurss, the hand and sealed the said mortgager s.

Milliam Harman	Patrick A. Tierney (SEAL)
your at any and party	Sarah J. Herney (SEAL)
	(SEAL)

USER 304 PMGE 551

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 2/5/ day of May
in the year nineteen hundred and FGFO FIFTY-four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Patrick A. Tierney and Sarah J. Tierney, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared. George W. Lerge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form that the had the proper authority to make this affidavit as agent for the said

ris Seal the day and year aforesaid.

Her

Notary Fublic

- 1669 cm 3.5

FILED AND RECORDED MAY 25" 1954 at 9:10 A.M.

This Mortgage, Made this ___ 2/57-

A ...

May

in the year nineteen hundred and fifty-four

, by and between

Walter E. Davis, Sr. and Anna M. Davis, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:



Whereas, the said

walter E. Davis, Sr. and Anna M. Davis, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-Five Hundred Seventy-Five (\$3575.00) - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accross, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on. June 30, 1953



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

walter E. Davis, Sr. and Anna M. Davis, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land lying on the Northerly side Washington Street, in the City of Cumberland, Allegany County, Many and, and more particularly described as follows:

It being the same property which was conveyed unto the said Mortgagors by Frederick A. Puderbaugh, Trustee, et al, by deed dated September 28, 1944, and recorded in Liber 201, folio 499, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the sald mortgagor, his helrs, executors, administrators, or assigns, does and shall pay to the sald mortgagee, its successors or assigns, the aforesald sum of Thirty-Five Hundred Seventy-Five Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be vold.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as proviced by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its

11.1

IBBR 304 PAGE 553

successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to th∉ mortgagee, its successors or assigns the improvements on the hercby mortgaged land, to the amount

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or clalm hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with Interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST.

Statute David Sp. (SEAL)

Thomas L. Keech

(nna M. Davis (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2/57 day of

May

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Walter E. Davis, Sr. and Anna M. Davis, his wife,

acknowledged, the foregoing mortgage to be deed; and at the same time, before me, also personally appeared

Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper,

in like manner, make oath that he is the President, and agent or attorney for said and duly authorized by it to make this affidavit.

sereof I have hereto set my hand and affixed my notarial seal the day and year

Broadist.

FILED AND RECORDED MAY 25" 1954 at 9:10 A.M.

This Mortgage, Made thin ____ 2157

in the year nineteen hundred and

fifty-four

Fay Miller Mansfield, unmarried, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Fay Miller Manafield, unmarried,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Jeven Thousand (\$7,000.00) - - - - - - - - - - - - -Dollars.

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Fay Miller Mansfield, unmarried, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Westerly side of Fayette Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 9 on the Amended plat of properties of the Cumberland Homes Company, et al, and particularly described as follows, to-wit:

BEGINNING for the same on the Westerly side of Fayette Street at a point 40 feet measured in a Southerly direction along the Westerly side of Fayette Street from its intersection with the Southerly side of Camden Avenue, and running thence with the Westerly side of Fayette Street, South 3 degrees 30 minutes West 40 feet; then at right angles to Fayette Street, North 86 degrees 3 minutes West 117.4 feet to the Easterly side of a sixteen-foot alley; then with said side of said alley, North 3 degrees 30 minutes East 40 feet to intersect a line drawn North 86 degrees 30 minutes West from the place of beginning; then reversing said intersecting line, South 86 degrees 30 minutes East 117.4 feet to the place of beginning.

It being the same property which was conveyed by Ernest A. Courrier and wife to the said Mortgagor by deed dated the 22nd day of June, 1944, and recorded in Liber No. 200, folio 454, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Thousand (\$7,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, ture advances made at the Mortgagee's option, prior to the full paynt of the mortgage debt, but not to exceed in the aggregate the sum
Five Hundred (\$500.00) Dollars, nor to be made in an amount which "uture advances made at of Fire Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto. property as

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the . purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seven Thousand (\$7,000.00) - - - - policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

tay Miller Managed L)

Thomas L'Keed

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2/87 day of

in the year nineteen

hundred and

fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Fay Miller Manufield, unmarried,

acknowledged, the foregoing mortgage to be the

act and

deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

May

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

in witness whereof I have hereto set my hand and affixed my notarial seal the day and year

10114

Sea a siebert

Compared and Beard Indiana & To Mitger aty

FILED AND SECORDED MAY 25" 1954 at 9:10 A.M.

This Mortgage, Made this _____ 2/57

day of

in the year mineteen hundred and fifty-four

, by and between

Fercia E. Miller, unmarried,

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Percia E. Miller, unmarried,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Seventy-Five Hundred (\$7500.00) - - - - - payable to the order of the said The Liberty Trust Company, one year after date with interest from

date at the rate of Pive (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on June 30, 1954







NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Percia 3. Miller, unmarried,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situate, lying described as follows:

Lot Number 8 as shown on the "Amended Flat of Properties of The Cumberland Homes Company. Incorporated, Kelly Springfield Land Encords of Allegany County, Maryland, in Plat Box No. 84, which said Plat is hereby referred to and made a part of this deed.

It being the same property which was conveyed unto 30, 1945, and recorded in Liber No. 204, folio 582, one of the Land Records of Allegany County, Maryland

TOGETHER with the buildings and Improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seventy-Five Hundred ($$\hat{\varphi}7500.00$) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the sald mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHERE'AS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payof five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, prof any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and

LIBER 304 PAGE 558

no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Seventy-Five Hundred (\$7500.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective partles thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2/57 day of in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Pencia E. Miller, unmarried,

Thomas & Keep

acknowledged, the foregoing mortgage to be act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the charles A. Piper Add our charles at the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

The whereof I have hereto set my hand and affixed my notarial seal the day and year

FILED AND RECORDED MAY 25" 1954 at 9:10 A.M.

This Mortgage, Made this 215+

day of

in the year nineteen hundred and

fifty-four

, by and between

K. Robertson, widow,

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the sald

Grank, Robertson, Widow,

stand indebted unto the sald The Liberty Trust Company in the just and full sum of Twelve Hunicod Fifty (\$1250.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of STR (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHALE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Ona K. Robertson, widow,

Г

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

County, Maryland which is more particularly described as follows:

BEGINNING at 23.975 feet on the first line of that gany County, to Claude H. Park, et al. by deed dated November 18, 1935, Allegany County, Maryland, it being also at the beginning of that part of the lot which was sold by Claude H. Park, et al. to Thomas W. Robertson, et al, by deed dated April 28, 1939, and recorded in Liber No. 17%, folio 3%, one of the Land Records of the lot which was sold by Claude H. Park, et al, to Thomas W. Robertson, et al, by deed dated April 28, 1939, and recorded in Liber running with the remainder of said first line of the whole lot also the second line and part of the third line as follows: South 58 degrees 09 minutes West 23.975 feet, then North 31 degrees 51 minutes West 129.8 feet, then North 58 degrees 09 minutes East 23.975 feet, then lot which was sold and conveyed by Claude H. Park, et al, to Thomas W. Robertson, et al, by deed dated April 28, 1939, and recorded in Liber No. 184, folio 107, one of the aforesaid Land Records, South 31 degrees 51 minutes East 129.8 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Claude H. Park and wife, by deed dated the day of May, 1954, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred Fifty (\$1250.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 CR any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said saie, and in case said property is advertised, under the power herein contained, and no saie thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the sald mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twelve Hundred Fifty (\$1250.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

USER 304 PAGE 561

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto. WITNESS, the hand and seai of said mortgagor.

ATTEST:		Ora	K. Robertson	O(SEAL)
James Sin	Elne			
STATE OF MARYLAND,	ALLEGANY COID	THE PLANT OF THE PARTY OF THE P		(SEAL)
I hereby Certify, that				
	j-four day	.,,,,	in the year	
State of Maryland in and f		before me, the su aid, personally appear	bscriber, a Notary Pub	lic of the
Ona K. Robiet son.				
and ackn deed; and at the same time President of The Liberty of iaw, that the considerat said Charles A did further, in like manne corporation and duly autho In witness whereof I	Trust Company, the vicion in said mortgage 121 per er, make oath that herized by it to make the	rsonally appeared within named mortgs is true and bona fid the is the President, a	Charles A. lipe agee and made oath in cle as therein set forth;	due form and the
above written.		according	notarial seal the day a	ind year
P		Character .	m Elve	
				010
			Com on not	Cerne
			T Leo sk	I as w. WM
				79000
PURCHASE PONED AN	D RECORDED MAY	25" 1954 at 1	2:45 P.M.	
This Mortgage	P. Made this 25	1 M Annual	Man	
year Nineteen Hundred and				_in the
		- y mile been		
LANGAS B.	Travis and Elleen	M. Travis, his	dfe,	
of	Allegany	County, in the State	of Maryland	
part les of the first part,	hereinafter called my	rtmmer and M	- AMAZARIAN	SEALT DIS
Association of Cumbelland,	a body corporate, inc	corporated under the	laws of the United St.	d Loan ates of
America, of Allegany Count WITNESSETH:	y, Maryland, party	of the second part, l	hereinafter called mort	gagee.
Unbereas, the said	mortgagee has this	lay loaned to the est	d mortgagor a , the	-
Nine Thousand & 00/	100 (\$9000.00\	a moregagor s , the s	um of
which said sum the mortgage			ta with interest thereon	

the date hereof, at the rate of 42 per cent per annum, in the manner following:

to repay in installments with interest thereon from

By the payment of Sixty-eight & 85/100 - - (168,05) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that later arcel of around situate on the easterly side of out powery avenue, in the City of Cumberland, alle any County, Maryland, known of less that No. 43, in Block No. 16, in Cumberland leights addition as Camberland, a late of which said addition is recorded in Liber No. 1, folio 15 and 25 he late leaves of a lessing County, Nacyland, and more particularly isscribed as follows, to-vit:

Being the same peoperty which was conveyed unto the arties of the first have by seed of Eather Margaret Buskey Travis, widow, of even date, which is intended to be recorded among the Lund Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain ail bulldings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

it is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgage, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantline do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bird it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantline, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

304 PAGE 563

have then matured or not; and as to the balance, to pay it over to the said mortgagor, their or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least wine Thousand 2 CO/100 - - - - (3900.30) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness setured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagee's written consent, or should the same be encumbered by the mortgagors , thair

the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

mitness, the handsand seasof the said mortgagors.

П

Attest:	and thansan	Francis E. Travis (SEAL)
	***	Eileen M. Travis (SEAL)
		(SEAL)
·		(SEAL)

LIGER 304 PAGE 564

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 24 th day of May
in the year nineteen hundred and forthe Fifty-four , before me, the subscriber.
a Notary Public of the State of Maryland, in and for said County, personally appeared
Francis E. Travis and Eileen M. Travis, his wife,
the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act
and deed; and at the same time before me also personally appeared
Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration wated mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said
my hand and Notarial Seal the day and year aforesaid.
Notary Public

Compared and Secret To Mitgel Helleren Rattagle

the year Nineteen Hundred a	nd Fifty-Four	, by and between
EDGAR A. DASHIELL and	ALVA C. DASHIELL, his wife	
	2.	
fAllegany	County, in the State of Mar-	yland
art 1es of the first part, s	and FRANK U. DAVIS and ARLE	NE H. DAVIS, his wi
Allegeny	County, in the State ofNar	ryland
art_1es_of the second part,	*,	

Thousand Dollars (\$20,000.00), payable in quarter-annual

UBSR 304 PAGE 565

of not less than Two Hundred Fifty Dollars (250.00) each, or in multiples thereof, plus interest at the rate of Four Per Cent (4%) per annum, to be computed and paid quarterly, which said payments of principal and interest the said parties of the first part do hereby covenant and agree to pay when and as due and payable, the first of said monthly payments of principal and interest to be paid three (5) months from the date hereof, and each and every quarter thereafter until the whole principal sum, together with the interest accrued thereon shall have been paid in full.

The said parties of the first part do hereby specifically reserve the right to pre-pay said mortgage in whole or in part at any payment date.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part <u>les</u> of the first part do give, grant, bargain and seil, convey, release and confirm unto the said part <u>les</u> of the second part their heirs and assigns, the following property, to-wit:

All that lot or parcel of land lying and being on the Southerly side of Washington Street, in the City of Cumberland, Allegany County, Maryland, which is more particularly described

BEGINNING for the same on the southerly side of Washington Street at the northwest corner of the property now owned by the Vestry of Emmanuel Episcopal Church of Cumberland, Maryland, and running thence with Washington Street, North eighty-three and one-half degrees was formerly called the "Swartzwelder Lot"; thence with the east side of said Swartzwelder Lot and at right angles with Washington Street, south six and one-half degrees West one hundred seventy-one feet to what was formerly called Court House Aliey; thence with the north side of said aliey, South eighty-three and one-half degrees East ninety-four and one-half feet to the southwest corner of the Episcopal Church property aforeaaid; thence with the westerly line thereof, North six and one-half degrees East one hundred seventy-one feet to the beginning.

IT BEING the same property which was conveyed to EDGAR A. DASHIELL and ALVA C. DASHIELL, his wife, by FRANK U. DAVIS and ARLENE H. DAVIS, his wife, by deed of even date herewith, which said deed is intended to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frusided, that if the said parties of the first part, theirheirs, executors, administrators or assigns, do and shall pay to the said part les of the second part, their executors, administrators or assigns, the aforesaid sum of Twenty Thousand Dollars (\$20,000.00)

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assersments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part les

UBER 304 PAGE 566

of the second part, their	heirs, executors, administrators and assigns, or
agents are hereby authorized and empowered, a mortgaged or so much thereof as may be neces	its, his, her or their duly constituted attorneys or it any time thereafter, to sell the property hereby ssary, and to grant and convey the same to the
manner following to-wit: By giving at least the terms of sale in some newspaper published in at public auction for cash, and the proceeds arising all expenses incident to such sale, including all ta	eir heirs or assigns; which sale shall be made in ast twenty days' notice of the time, place, manner in Cumberland, Maryland, which said sale shall be not from such sale to apply first to the payment of eight per cent. to the payment of all moneys owing under this mort-
gage, whether the same shall have been then ma	atured or not; and as to the balance, to pay it over
advertisement under the above power but no sale,	heirs, or assigns, and in case of one-half of the above commission ahall be allowed
and paid by the mortgagors, their	representatives, heirs or assigns.
And the said parties of the first pending the existence of this mortgage, to keep	part further covenant to insure forthwith, and insured by some insurance company or companies
acceptable to the mortgagee sor the inssigns, the	he improvements on the hereby mortgaged land to
and to cause the policy or policies issued theref	Dollars (\$20,000,00) xbothest or to be so framed or endorsed, as in case of fire
or other losses to inure to the benefit of the mortg	ragee s, their heirs or
assigns, to the extent of their policy or policies forthwith in possession of the insurance and collect the premiums thereon with i	lien or claim hereunder, and to place such mortgageeS or the mortgageeS may effect said nterest as part of the mortgage debt.
Hituras, the hands and seals of s	aid mortgagor S.
Milliam Silchers	Jedgar A. Dashiell Jedgar A. Dashiell Jedgar A. Dashiell ALVA C. DASHIELL
State of Maryland,	
Allegany County, to-wit:	
I hereby certify, That on this 20	ch day of May
in the year nineteen hundred and fifty-fo	before me, the subscriber
a Notary Public of the State of Maryland, in and for	r said County, personally appeared
EDGAR A. DASHIELL and ALVA C. DASH	IELL, his wife,
andacknowledged the aforegoing mon	rtgage to be their
act and deed; and at the same time before me also p	ersonally appeared
FRANK U. DAVIS and ARELNE H. DAVIS	, his wife,
the within named mortgagee s and made oath in	due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.	
Wire DSS my hand and Notarial Seal the day as	
7.5/4	Cathe and Danie

LIBER 304 PAGE 567

Compared and Maile Discussing Totaray Minks Christer of

FILED AND AGCORDED MAY 25" 1954 at 3:20 P.M.

THIS RELEASE OF MORTGAGE, Made this 25th day of May, 1954, by the Liberty Trust Company, a Maryland corporation, with its principal place of business in Cumberland, Allegany County, Maryland.

Whereas, the said Liberty Trust Company is a holder of a mortgage from Leroy Minke and Mary Minks, has wife, to Millard F. Mice dated September 17, 1934, recorded in Liber No. 127, folio 194 Allegany County Lortgage Records which mortgage was duly assigned to the Peoples Bank of Cumberland and by the reoples Bank of Cumberland to the Liberty Trust Company, and where s the said Liberty Trust Company is the holder of a mortgage from Lerby Minke and Mary Minke, his wife, to the Feoples Sank of Cumberland dated april 25, 1941, recorded in Liber No. 156, folio 217 Allegany County Wortgage Records has been duly assigned to the Liberty Trust Company.

and whereas, the said Leroy Minke and Mary Minke, his wife, have fully paid and satisfied the said mortgages, are entitled to have the property thereby affected released from the operation and effect thereof.

wherefore now this release witnesseth, that for and in consideration of the premises and the sum of one dollar, the said Liberty Trust Company does hereby release the said mortgages and grant the property thereby affected unto the said Leroy Minke and Mary Minke, his wife, to be held by them in the same manner as if the said mortgages had never been made.

witness the hand and seal of the said releasor.

THE LIBERTY TRUST CONTANY

Secretary

STATE OF MARYLAND

TO-WIT:

COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 25th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for Allegany County, personally appeared Charles A. Piper, President of the Liberty Trust Company and he acknowledged the aforegoing Release of Mortgage to be its corporate act.

WITNESS my hand and Notarial Seal the day and year last above

304 PAGE 568

1 -.

FILED AND RECORDED MAY 25" 1954 at 2:20 P.M.

This Mortgage, Made this

2/11

day of

May

in the year nineteen hundred and

fifty-four

, by and between

James B. Paxton and Beulah G. Paxton, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

James B. Paxton and Beulah G. Paxton, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Four Hundred Thirty-Five (\$2435.00) - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James B. Paxton and Beulah G. Paxton, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land situated about six miles Easterly of the City of Cumberland, Allegany County, State of Maryland, near the Williams Road, and being part of a tract of land called Canal Warehouse Resurveyed, which said parcel hereby intended to be conveyed is more particularly described as follows:

BEGINNING at a stake planted at the beginning of the first line of that part of said tract which was conveyed unto Joseph B. Stafford and wife, by Martha Stafford and others, by deed dated October 26, 1935, and recorded in Liber No. 173, folio 566, one of the Land Records of Allegany County, and running thence with part of said first line a distance of 568 feet, thence leaving said first line and running in a Southwesterly direction 264 feet to an iron peg, thence running in a Northwesterly direction 568 feet, more or less, to an iron peg planted along the last line of that part of said tract as described in the above mentioned deed, thence with said last line thereof, 198 feet, more or less, to the place of beginning. Containing about five acres of land.

It being the same property which was conveyed unto the said Mortgagors by Joseph B. Stafford and wife, by deed dated the 24th day of July, 1942, and recorded in Liber No. 194, folio 24, one of the Land Records of Allegany County.

Subject to Reservation in perpetuity of the right-of-way for

ingress and egress in favor of Joseph B. Stafford and wife, as set forth in the deed above referred to.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or ln any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Four Hundred Thirty-Five Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payof five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, profiany repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case sald property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the sald mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Four Hundred Thirty-Five (\$2435.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

UBER 304 PAGE 570

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

did further, in like manner, make oath that he is the President, and agent or attorney for said

James B Paylor

before me, the subscriber, a Notary Public of the

Charles A. Piper,

in the year nineteen

WITNESS, the hand and seal of said mortgagor.

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this 2/2 day of

State of Maryland in and for the county aforesaid, personally appeared

James B. Paxton and Beulah G. Paxton, his wife, each acknowledged, the foregoing mortgage to be

deed; and at the same time, before me, also personally appeared

corporation and duly authorized by it to make this affidavit.

Charles A. Piper

ATTEST:

hundred and fifty-four

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year bore some James M Lorley Public Compared and Well desiring To Migel Hestergart The FILED AND RECORDED MAY 25" 1954 at 10:45 A.M. This Marigage, Made this twenty-first day of May----in the year Nineteen Hundred and Fifty four------by and between Louise Wilson, widow----of Westernport, Allegany ----- County, in the State of Maryland ----part J of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation, organized under the national banking laws of The United States of America----of Westernport, Allegany -----County, in the State of Waryland ----part J of the second part, WITNESSETH: Wiberens,

UBSR 304 PMCE 571

The party of the first part is indebted unto the party of the second part in the full and just sum of two thousand dollars \$2000.00 for money lent, which loan is evidenced by the promissory note of the said party of the first part executed jointly with John W. Wilson and Dora Wilson, husband and wife, of even date herewith, payable on demand with interest to the order of the party of the second part at The Citizens National Bank of Sestern, ort, Maryland, And whereas, it was agreed between the parties hereto prior to the lending of said money and the giving of said note that this mortgage should be executed

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, the said party of the first part-----

give, grant, bargain and sell, convey, release and confirm unto the said Party of the second part, its successors, -----

and assigns, the following property, to-wit:

All that land in Allegany County.

Faryland near the corporate limits of the town of Westernport, being parts of Military Lot No. 3906, as were conveyed unto John Wilson and Louise Wilson, husband and wife, by deed from The West Virginia Pulp and Paper Company, a corporation, dated August 12, 1918, recorded in Liber 125 Folio 246 of the land records of Allegany County, Maryland. and which property became vested in the said Louise Wilson upon the death of her husband, John Wilson. To which deed so recorded a reference is hereby made for a more definite description of said lands and the exceptions and reservations as to minerals and mining right therein contained.

Cogetber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said party of the first part, her-----party of the second part, its successors ----executor . administrator or assigns, the aforesaid sum of two thousand dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her ---- part to be performed, then this mortgage shall be void-

Hnd it is Bgreed that until default be made in the premises, the said party of the first part, her heirs and assigns ----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Party of the first part-----

hereby covenant *to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, me due and payable.

od these presents are hereby declared to be made in trust, and the said DEFLY of the

LIGER 304 PAGE 572 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including alltaxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it-over to the said Darty of the first part her-----heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor . her representatives, heirs or assigns. And the said party of the first part---insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Two thousand and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors ... who or assigns, to the extent policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt., Witness, the hand and seal of said mortgagor * Louise B. Wilson [SEAL] Louise B. Wileon, widow. State of Maryland, Allegany County, to-wit: I hereby certify, That on this twenty-first day of May---in the year nineteen Hundred and Fifty four----, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Louise B. Wilson, widow---acknowledged the aforegoing mortgage to be her voluntary---act and deed; and at the same time before me also personally appeared Horace P. Whit worth

act and deed; and at the same time before me also personally appeared Horace P. Whitwor President of The Citizene National Bank of Westernport, Maryland. the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set for forth., and that he is the president of the said bank duly authorized to make this affidavit.

handbluchel

WITNESS my hand and Notarial Seal the day and year aforesaid.

IBER 304 PAGE 573

To Les & Legge acty at

PURCHASE MONEY RECORDED MAY 25" 1954 at 12:45 P.M.

Chis Mortgage, Made this 24 H day of Mey in the
year Nineteen Hundred and Porty Fifty-four by and between
Louis C. Soethe and Marian E. Soethe, his wife,
of Allegany County, in the State of Maryland
part 125 of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:
Unbercas, the said mortgagee has this day loaned to the said mortgagors , the sum of
Sixty-four Hundred & 00/100 (\$6400.00) Dollars,
Which gold gum At
The military in the same of th
the date hereof, at the rate of 52 per cent. per annum, in the manner following:
By the payment of Fifty-two & 30/100 (\$52,30) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premlums and other charges affecting the hereinafter described premlses, and (3) towards the payment of the aforegranting of said advance.
How Therefore, in consideration of the province and act to

Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground fronting on Fayette Street and on Read Terrace in the City of Cumberland, Allegany County, Maryland, comprising whole Lots Nos. 6 and 31 as shown on the plat of the Subdivision of the Fayette Street property of the Johnson Realty Corporation which is recorded in Plat Case Box No. 52 among the Land Records of Allegany County, Maryland, and particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the southerly side of Fayette Street where the same is intersected by the line dividing whole Lots Nos. 5 and 6 in said addition, said point being also the end of the first line of whole Lot No. 5 in said addition, and running then with the southerly side of Fayette Street, North 77 degrees 16 minutes West 40 feet to the line dividing whole Lots Nos. 6 and 7 in said Addition; then with the whole of said dividing line and also with the entire dividing line between whole Lots Nos. 30 and 31 in said addition, South 12 degrees 44 minutes West 181.64 feet more or leas to the northerly side of Read Terrace; then with said side of Read Terrace, South 75 degrees 35 minutes East 40.02 feet to the dividing line between whole Lots Nos. 31 and 32 in said addition; then with said entire dividing line and also with the entire dividing line between whole Lots Nos. 5 and 6 in said addition; North 12 degrees 44 minutes East 182.82 feet more or less to the place of beginning on the southerly side of Fayette Street.

UBER 304 PAGE 574

Being the same property which was conveyed unto the parties of the first

part by deed of Curtis J. Bloss and Virginia C. Bloss, his wife, of even date,

which is intended to be recorded among the Land Records of Allegany County, Maryland

simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgage is theirs, executors, administrators or assigns, do and shall pay to the said mortgage, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be vold.

And it is Harced that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

П

hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and say to the balance to row its account to the payment of all moneys owing under this mortgage, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

Bnd the said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Sixty-four Hundred & 00/100 - - - (\$6400,00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply

100

BR 304 MG 575

with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said promises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other manner, without the mortgaged's written consent, or should the same be consistent in any other manner, without the mortgaged's written consent, or should the same be consistent in the mortgaged's written consent, or should the same be consistent in the mortgaged's written consent, or should the same be consistent in the mortgaged written consent.

the mortgagee's written consent, or should the same be encumbered by the mortgagers, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Attest: Attest:
o. Decile
Marian E. Soethe (SEAL
State of Maryland,
Allegany County, to-wit:
I hereby certify, That on this 24 4 day of May
in the year nineteen hundred and forty. Fifty-four
a Notary Public of the State of Maryland, in and for said County, personally appeared
Louis C. Soethe and Marian E. Soethe, his wife,
the said mortgagor s herein and they acknowledged the aforegoing mortgage to betheir act
and at the same time before me also personally appeared (George L' I
and agent for the within named mortgagee and made oath in due forms of the
in the first mortgage is true and bona fide as therein set forth and did forth
in due form of law that he had the proper authority to make this affidavit as agent for the said
MOTURAL
O Marks mighand and Notarial Seal the day and year aforesaid.
10 10 10 10 10 10 10 10 10 10 10 10 10 1
- System a nothley
Notary Public

FILED AND MECORDED MAY 25" 1954 at 12:45 P.M. PURCHASE MONEY

This Mortgage, Made this 2014 day of MAY in the year Nineteen Hundred and Fifty-four ___, by and between

Ralph B. Martin and Yvonne V. Martin, his wife,

____County, in the State of Maryland part ins of the first part, and

Theodore N. Brown and Hazel G. Brown, his wife,

allegany County, in the State of Maryland part ies of the second part, WITNESSETH:

Thereas, the said parties of the first part are justly and bonafide indebted unto the said parties of the second part in the full and just sum of \$2000.00 and to secure the payment together with the interest thereon when and as the same may become due and payable this mortgage is given.

and the mortgagors further agree to pay to the said mortgagees the sum of 121.00 each and every month accounting from the 20 lay of May, 1954, which payments shall include interest said interest shall be calculated monthly.

This mortgage is written for a term or six years from its date with the rivilege 's said mort; gors to may any part of or all of said mort; age indebtednes at any time of thin said period of time and after the expiration of said period of time if not paid, it shall continue in force under the same terms and conditions as as ten until called by said mortgages, their heirs and assigns. rivilege

It is understood and agreed by one parties to this mortgage that the principal sum of said mortgage indebtedness shall bear interest at the rate of 5 per cent

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Ralph B. Martin and Yvonne Y.

Martin, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said

Theodore N. Brown and Hazel G. Brown, his wife, heirs and assigns the following property, to-wit:

All that lot or parcel of ground lying and being in the City of Cumberland, Allegany County, Maryland, being the whole of Lot No. 48 and half of Lot No. 47 adjacent to Lot No. 48 of the Goethe Street Addition to the City of Cumberland, situated on Shade's Lane and described as follows, to-wit:

Beginning for the same at a point on the south side of Shade's Lane at the end of 12 1/2 feet on the first line of Lot No. 47 in said addition, and running then with said avenue, North 36 degrees 40 minutes East 37 1/2 feet, then South 53 degrees 20 minutes East 120 feet to a 15 foot alley, and with the eard

LIGER 304 PAGE 577

alley South 36 degrees 40 minutes West 37 1/2 feet, and then with a line parallel to the second line of Lot No. 46, North 53 degrees 20 minutes West 120 feet to the point of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of the parties of the second part of even date, which is intended to be recorded among the Land Records of allegany County, Maryland simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining

privileges and appurtenances thereunto belonging or in anywise appertaining.
Provided, that if the said Ralph B. Martin and Yvonne V. Martin, his wife
their heirs, executors, administrators or assigns, do and shall pay to the sa
Theodore N. Brown and Hazel G. Brown, his wife, their
executor s. administrators of administrators
executors, administrators or assigns, the aforesaid sum of
Two Thousand Dollars (2000)
Two Thousand Dollars (\$2000.00)
together with the interest thereon, as and when the same shall become due and payable, and i
the meantime do and shall perform all the coverent less than become due and payable, and i
the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
Ralph B. Martin and Yvonne V. Martin, his wife,
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Ralph B. Martin and Yvonne V.
Martin, his wife,
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be and payable,
and these presents are hereby declared to be made in trust, and the said_ Theodore N.
Brown and Hazel G. Brown, his wife, their
and to grant and convey the same to all a larger of so much therof as may be necessary.
or assigns; which sale shall be made to made to purchasers thereof, his, her or their heirs
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public anging a person of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public anging to the control of the time, place, manner and terms of the control of the time, place, manner and terms of the control of the time, place, manner and terms of the control of the time, place, manner and terms of the time, place,
from such sale to apply first to the proceeds arising
taxes levied, and a commission of sight and sight are the capenies including all
to the payment of all moneys owing under this mortgage, whether the same shall have been then
natured or not; and as to the balance, to pay it over to the said Ralph B. Martin
and Ivonne V. Martin, his wife their
a case of advertisement under the above power but no sale
hall be allowed and paid by the mortgagor their representatives, heirs or assigns.
V. P. COLLANDO CONTROL DE LA CONTROL DE L
Bind the said Ralph B. Martin and Tronne V. Martin, his wife,
spare forthwith, and pending the existence of this mortgage, to keep insured by some insured by

mpanies acceptable to the mortgagessor.

LIBER 304 PAGE 578

	assigns, the improvements on the hereby mortga	ged land to the amount of at least						
	Two Thousand & 00/100	- (\$2000.00)	~ = Dollars					
	and to cause the policy or policies issued therefore	or to be so framed or endorsed, as in	case of fires,					
to inure to the benefit of the mortgagees, their heirs or assigns, to								
	of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee 3, or the mortgagee may effect said insurance							
	and collect the premiums thereon with interest a	as part of the mortgage debt						
	Witness, the handsand sealsof said mortgagors.							
	Attest:	,						
	William Harman	L'yx & cyai	[SEAL]					
	A	Yvonne V. Martin	⊥_(SEAL)					
	. 10							
	State of M 1 3							
	State of Maryland,							
	Allegany County, to-wit:							
	I hereby certify, That on this	2014 day of May						
	in the year ninetcen Hundred and Fifty-four	, seroit inc. u						
	a Notary Public of the State of Maryland, in and	for said County, personally appea	red					
	Ralph B. Martin and Yvonne V.	Martin, his wife,						
	and they acknowledged the aforegoing m	cortgage to betheir						
	act and deed; and at the same time before me also		N.					
	Brown and Hazel G. Brown, his wi	fe,						
1	the within named mortgagees and made oath in du	ne form of law, that the considera	tion in said					
10 miles	ortsas is the and bona fide as therein set for fo							
	OTAR		-					
1	WINESC as hand and Notarial Seal the da	w and war aformatid	,					
X	OBLIG	January and the same	10.					
	Control of the second	hamil by	16.					
		Notar	ry Public					
		1.1	1.6					

UBBR 304 PAGE 579

T Mitger aty

FILED AND MECO. DED MAY 25" 1954 at 3:10 P.M.

PURCHASE MONEY

This Mortgage, Made this 25th day of May in the year Nineteen Hundred and Fifty-True

Thomas J. Minke and Dorothy . Minke, his wife, and Leroy Minke and

part iss of the first part, and

the egent National Bank of Cumberland, a National Banking Comparation with its rincipal place of business in Cumberland

of County, in the State of Maryland
part Y of the second part, WITNESSETH:

Unbercas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$6000.00 with interest at the rate of 5 per cent per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 10 year period by the payment of at least \$64.00 per month, the first monthly payment being due and payable one month from the date to these presents and each and every month thereafter until the whole principal to the interest accruing thereon is paid in full, said monthly payment, neing first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed.

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said. Thomas J. Minks and Dorothy &.

Kinke, his wife, and Leroy Minke and Mary Minke, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors

kees and assigns, the following property, to-wit:

do

All that piece, parcel or lot of land situate; lying and being in Election District No. 22, in Allegany County, Maryland, a plat of which said whole property is recorded in Plat Case Box No. 124 among the Land Records of Allegany County, Maryland, and which said parcel of land is more particularly described by metes and bounds, courses and distances, as follows:

Beginning for said tract of land at the end of 428 feet on a reference line drawn South 14.5 degrees East from a point of a rock, formerly a cedar tree,

LIBER 304 PAGE 580

in a beaver hole in the main stream of Evitts Creek; and running them South 85.5 degrees wast 160.8 feet to a stake; then South 14.5 degrees West 130 feet to a stake; then North 85.5 degrees West 98 feet to a stake standing in the center of a driveway; then North 10.5 degrees West 69.3 feet to a stake in the center of a driveway; and then North 15.75 degrees West 63 feet to the place of beginning.

Being the same property which was conveyed from Leroy Minke and Mary Minke, his wife, by deed to Thomas J. Minke and Dorothy & Minke, his wife, of even date, which is intended to be recorded among the Land Records of allegany County, Mar land, simultaneously with the recording of these presents.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Thomas J. Minke and Dorothy L. Minke, his wife, st. al., their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors or assigns, the aforesaid sum of

Six Thousand & 00/100 - - - - - (\$6000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bnd it is Egreed that until default be made in the premises, the said

Thomas J. Minke and Dorothy & Minke, his wife, and Leroy Minke and Mary

Minke, his wife, may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said. Thomas J. Minke and Dorothy & Minke.

his wife, and Leroy Minke and Mary Minke, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said____

Second National Bank of Cumberland

heirs, executors, administrators and assigns, or Harry I. Stagmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

П

matured or not; and as to the balance, to pay it over to the said. Thomas J. Minke and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor 5 their representatives, heirs or assigns.

Bind the said Thomas J. Minke and Dorothy E. Minke, his wife, and

UBER 304 PAGE 581

Leroy Minke and Mary Minke, his wife,	further covenant t				
insure forthwith, and pending the existence of this mortgage, t	to keep insured by some for				
or companies acceptable to the mortgreene or					
assigns, the improvements on the hereby mortgaged land to the					
11/18djd 6 00/100 (16600 (0)					
resolved therefor to be so fran	nod on and 1				
to inure to the benefit of the mortgagee , its successors	but chuorsed, as in case of fires,				
of its or their lien or their					
of their lien or claim heren policies forthwith in possession of the mortgagee, or the mor and collect the premiums thereon with interest.	under, and to place such policy or				
and collect the premiums thereon with interest as part of the n	tgagee may effect said insurance				
Hitness	nortgage debt,,				
Witness, the handrand sear of said mortgagors.	Sell En.				
Attest:	Sent as				
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	1 hi				
Thomas J. M.	IN MISSEAL)				
Wouthest	minke [SEAL]				
See a h	linke - 0				
Lery links	(SEAL)				
mary	Minke romer				
State of Maryland,	[SEAL]				
Allegany County, to-wit:					
Thornbu antis	1 20				
I hereby certify, That on this. 25 84	day of May				
in the year nineteen Hundred and Fifty -four	before				
	before me, the subscriber.				
a Notary Public of the State of Maryland, in and for said Cou	inty, personally appeared				
Thomas J. Minke and Dorothy . Minke, hi and Mary Minke, his wife,	S Wife and Lames Winter				
and Mary Minke, his wife,	eral oun rath TUNG				
and they acknowledged the aforegoing mortgage to be	their				
act and deed; and at the same time before me also personally a	ppeared Joseph M.				
Naughton, President of the Second National B	ank of Cumberland				
the within named mortgagee, and made oath in due form of la	no Al-A Al				
mortgage is true and bona fide as therein set for forth.	w, that the consideration in said				
as dictem set for forth.					
,	The same of the same of				
WITHER	A Section 1				
will head my hand and Notarial Seal the day and want					
WITNESS my hand and Notarial Seal the day and year afo	Presaid.				
	43				
	bel a School				

USGR 304 PAGE 582

FILED AND RECORDED MAY 26" 1954 at 2:00 P.M.

This Mortgage, Made this — 25th

day of

May,

Dollars.

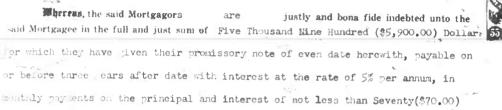
in the year nineteen hundred and

Fifty Four,

by and between

Laurence M. Roberson and Mary E. Roberson, his wife,

of Allegally County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:



And whereas, this mortgage shall also secure as of the date hereof, future advances made, at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First: All that piece or parcel of land lying and being on the South side of the National Road about five miles Westerly from the City of Cumberland, Allegany County, in the State of Maryland, the same being Lot No. 1 on the Plat of Long Lots, and more particularly described as follows:

Beginning at a fence post standing on the South side of the National Road and at the Northwest corner of the property owned by D. P. Miller, and running with said National Road and a fence, South 43 degrees 40 minutes West 77 feet to a post; then with said fence, South 45 degrees 30 minutes East 152 feet to a stake having a pump on the line; then North 42 degrees 15 minutes East 77½ feet to a locust post set in concrete on the West line of the Miller property; then with said line, North 45 degrees 40 minutes West 150 feet to the beginning, containing 27/100 of an acre.

Being the same property conveyed by Roy Burkett et ux to the said Laurence M. Roberson et ux by deed dated May 6, 1948, and recorded in Liber No. 220, folio 358, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Second: One 195h Ford Tudor Customline V-8 Automobile Notor No. UhUG-133321, Serial No. UhUG-133321.





UBGR 304 PAGE 583

To have sud to hold the above described property unto the said Mortgagee, its successoror assigns, together with the buildings and improvements thereon, all fixtures and articles of personai property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters. privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Frouthed, that if the said Mortgagors , its, his, her, or their heirs, executors, administra tors, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of- . - - Five Thousand Mine Hundred (\$5,900.00)- - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shail perform all the covenants herein on their part to be performed, then this mortgage shall

And it is agreed. that until default be made in the premises, the said Mortgagors hold and possess, the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; ail which taxes, assessments, public ilens, ilen, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant and it is covenanted and agreed that in the event the said Mortgagors shall not pay aii of sald to pay when legally demandable; taxes, assessments, public iiens, llens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest. penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to seil at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to auch saie, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said saie, and if the property be advertised for defauit and no sale be made, one-half of said commissions shail be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the baiance, to pay it over to the said Mortgagors , its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its auccessors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - Five Thousand Nine Hundred (\$5,900,00)and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to piace such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties

and s and seals of said Mortgagors .

Cancer M. Roberson (SEAL)

LIBSR 304 PAGE 584

State of Maryland, Allegany County, to-wit:

I hereby Certify. that on this VIH — day of May, in the year nineteen hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Laurence M. Roberson and Mary E. Roberson, his wife.

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

and chy above written.

This whereof I have hereto set my hand and affixed my Notarial Seal the day

and chy above written.

This of the seal the day

Notary Public

Compared and Real Mivered E

FILED AND RECORDED MAY 26" 1954 at 3:05 P.M.

This Mortgage, Made this

25th

law ad

Mav

in the year nineteen hundred and

fifty-four

, by and between

Thomas B. Whetzel and Nellie L. Whetzel, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Thomas B. Whetzel and Nellie L. Whetzel, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fourteen Hundred Fifty (\$1450.00) - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on June 30, 1954

LEER 304 PAGE 585

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Thomas B. Whetzel and Nellie L. Whetzel, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

The following described real estate lying and situated near the of Cumberland, in Allegany County and State of Maryland, and des-City of Cumberland, in All cribed as follows, to-wit: All that tract or par

All that tract or parcel of land lying and situated near the williams Goad, being a part of the Hamilton and Robinette farm and described as follows, to-wit:

Williams Road, being a part of the Hamilton and Robinette farm and described as follows, to-wit:

BEGINNING at a bounded white oak tree standing at the end of the 3th line of the first piece or parcel of land as conveyed by James W. Thomas, Attorney, to Charles J. Jordan, by deed dated the 7th day of December, 1912, and recorded in Liber No. 111, folio 385, of the Land Records of Allegany County, and running thence with the division fence feet to a sycamore tree marked with six notches, North 46 degrees East 326 East 13 feet to a road, thence with said road, North 84 degrees East 46 feet, North 50 degrees East 100 feet, North 53 degrees East 208 feet, North 48 degrees East 244 feet, North 53 degrees East 286 feet, North 18-3/4 degrees East 294 feet, North 35 degrees East 256 feet, North 18-3/4 degrees East 294 feet, North 35 degrees East 256 feet, 1111 with said road, South 81½ degrees East 273 feet, South 68 degrees East 137 feet; thence leaving said road, South 58½ degrees East 204 East 137 feet; thence leaving said road, South 58½ degrees East 204 East 137 feet; thence leaving said road, South 58½ degrees East 204 East 137 feet; thence leaving said road, South 58½ degrees East 204 East 137 feet, South 68 degrees East 155 feet, South 68 degrees East 155 feet to an elm tree marked with six notches, South 7-3/4 degrees East 125 feet to an elm tree marked with six notches, South 7-3/4 degrees East 125 feet, South 51½ degrees West 129 feet, South 7-3/4 degrees East 125 feet, South 51½ degrees West 129 feet, South 7-3/4 degrees East 125 feet, South 51½ degrees West 129 feet, South 7-3/4 degrees East 125 feet, South 51½ degrees West 129 feet, South 7-3/4 degrees East 125 feet, South 68½ degrees East 125 feet, South 68½ degrees East 125 feet, South 7-3/4 degrees East 125 feet, South 68½ degrees East 125 feet, South 68½ degrees East 125 feet, South 7-3/4 degrees East 125 feet, South 68½ grees West 437 feet, South 512 degrees West 129 feet, South 162 degrees West 335 feet to the boundary line of the whole of said tract,

and with said lines, and division fence line, South 48 degrees West 225 feet, North 3½ degrees East 64 feet, South 60½ degrees West 90 feet to a pine tree marked with six notches, South 52 degrees West 180 feet, South 66½ degrees West 125 feet to a white oak marked with six notches, South 59½ degrees West 193 feet to a white oak marked with six notches, South 59½ degrees West 193 feet to a white oak marked with six notches, South 50½ degrees West 119 feet, South 61½ degrees West 147 feet, South 60½ degrees West 248 feet to a chestnut oak marked with six notches, South 76½ degrees West 380 feet, North 35½ degrees West 67 feet to three chestnut oaks marked with three notches each, North 49½ degrees West 238 feet, North 50 degrees West 207 feet to a white oak marked with six notches, North 60½ degrees West 92 feet, North 66 degrees West 81 feet to the beginning.

All that lot or parcel of ground, being part of the aforementioned tracts described as follows, to-wit:

BEGINNING at a peg at the end of the second line of the above des-

tracts described as follows, to-wit:

BEGINNING at a peg at the end of the second line of the above described tract and running thence with the lines of the above described property, North 84 degrees East 46 feet, North 50 degrees East 100 feet, North 53 degrees East 208 feet, North 48 degrees East 244 feet, North 28½ degrees East 88 feet, North 18-3/4 degrees East 294 feet; thence leaving said line and thence with the outlines of the whole tract, North 89½ degrees West 51 feet, South 27 degrees West 370 feet, South South 48 degrees West 138 feet to a locust tree marked with six notches, 38-3/4 degrees West 128 feet, South 66½ degrees West 114 feet, South said pieces or parcels of land herein conveyed 52 acres, more or less. It being the same property which was conveyed unto the said Mortgagors by George R. Hughes, Trustee, by deed dated the day of May, 1954, and to be duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its ors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Pourteen Hundred Fifty (\$1450.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

PT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgager all, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep Insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fourteen Hundred Fifty (\$1450.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

PERCHASION STREET

WITNESS, the hand and seal of sald mortgagor.

ATTEST:

Thomas B. Whetzel (SEAL)

James M. Lorley Mellie L. Whetzer SEAL)

LIBER 304 PAGE 587

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 25 day of

in the year nineteen

hundred and

fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesald, personally appeared

Thomas B. Whetzel and Nellie L. Whetzel, his wife,

acknowledged, the foregoing mortgage to be deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

above written. James M Lotley Public

FILED AND RECORDED MAY 27" 1954 at 2:50 P.M.

May.

In the year nineteen hundred and

Fifty Four,

Roy Strong and Hazel L. Strong, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth: ~

Mhrras, the sald Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Seven Hundred Seventy-Five (\$775.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before two years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Thirty (\$30.00) Dollars.

And substress, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1946 any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot or parcel of land lying and being along the Southwesterly side of the Williams Road at Evitt's Creek and being part of Lot No. 5 of the sub-division of Nelson C. Read farm in Allegany County, State of Maryland, and which said part is more particularly described as follows:

Beginning for the same at an ash tree marked with six notches in a line standing along the Southwesterly side of the Williams Road and on the Northwest bank of Evitt's Creek, said tree being the beginning of original Lot No. 5 aforesaid mentioned, and running thence with the Southwesterly side of the Williams Road as now laid out, North 20-3/h degrees West 275 feet; thence leaving the Williams Road, South h5 degrees West h25 feet; thence South 37 degrees East 368 to a point in the center of Evitt's Creek on the eleventh line of the whole Lot No. 5; thence with the lines thereof as corrected for magnetic variation, North h32 degrees East 53 feet; North 32 degrees East 303 feet; North 2h degrees West

Being the same property described in the deed from Joseph M. Strong et ux to Roy Strong, dated January 20, 1931, and recorded in Liber No. 164, folio 716, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

On assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Fruiter. that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - -Seven Hundred Seventy-Five (\$775.00)- - - doilars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed. that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public itens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any iten, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public itens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest therebn, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V.

C. 30. W.

Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage. including such future advances as may be made as aforesaid, whether the same shall have their matured or not; and as to the balance, to pay it over to the said Mortgagora their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available. to the amount of at least- - - - - Seven Hundred Seventy-Pive (\$775.00)- - - dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to anc bind the several heirs, executors, administrators, successors or assigns, of the respective partie-

mitness, the hands and seals of said Mortgagors .

Attest:

Thilliam @ Dudley. State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this -- 2714 day of May, in the year nineteen hundred and Pifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Roy Strong and Hamel L. Strong, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

> whereof I have hereto set my hand and affixed my Notarial Seal the day Shilliam Q. Sudle Notary Public

Compared an' Wailed Bescel To Mitgue Frankling Md

HEER 304 PAGE 590

AND RECURDED MAY 27" 1954 at 8:45 A.M.

This Mortgage, Made this 21 th day of

in the year Nineteen Hundred and fifty-four

, by and between

- - - - - JOSEPHINE LA RUE, WIDOW- - - -

of Allegany County, in the State of ... Maryland

party of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

Frostburg, Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Mherras, the said party of the first part is justly indebted unto the said party of the second part, its successors and assigns, in

FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE 00/100 DOLLARS (\$5,175.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the party of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, tegether with interest as aforesaid, the said party of the first part hereby covenants to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS this mortgage shell also secure future advances as movided by Section 2 of

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Nom Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ______ of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part. Its successors and assigns, the following property, to-wit:

FIRST PARCEL:

ALL that lot; piece or parcel of land lying and being in or near the Village of Ellerslie, Allegany County, Maryland, and known as Lot No. 12 in Albright's First Addition to said Ellerslie, a plat of which Addition is recorded in Deeds Liber No. 69, folio 687, among the Land Records of Allegany County, Maryland, and being the same property which was conveyed by Stephen D. Porter to Josephine LaRue and Roy C. E. LaRue, by deed dated March 16, 1949, and recorded in Deeds Liber No. 224, folio 365, among the Land Records of Allegany County, Maryland. The said Roy C. E. LaRue, unmarried, conveyed all his right title and interest in and to said property unto Josephine LaRue, by deed dated December 31, 1951, and recorded in Deeds Liber No. 246, folio 350, among the Land Records of Allegany County, Maryland, reference to which plat and deeds is hereby made for a more particular description of said property.

SECOND PARCEL:

1 4

ALL those lots, pieces or parcels of land lying and being in Ellerslie, Allegany County, Maryland, and known as Lets No. 15, 16 and 17 of Clifford O. Albright's First Addition to said Ellerslis, a plat of which Addition is recorded in Plat Book No. 1, folio 13, among the Land Records of Allegany County, Maryland, and being the same property which was conveyed by Allen B. Shaffer at ux. to Josephine Lakue by deed dated May 23, 1953, and recorded in Deeds Liber No. 250, folio 131, among the Land Records of Allegany County, Maryland, reference to which plat and deed is hereby made for a more particular description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways,

UBER 304 PAGE 591

waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Bravided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part , its successors consider x x administrator or assigns, the aforesaid sum of ... FIVE THOUSAND ONE HUNDRED SEVENTY-PIVE 00/100 DOLLARS (\$5,175.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said party first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part y of the first part hereby covenant a to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hearly declared to be made in trust, and the said party of the second part, its successors not assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part , her advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor . her representatives, heirs or assigns. And the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors or acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least FIVE THOUSAND ONE BUNDRED SEVENTY-PIVE 00/100 Dollars, and to cause the policy or policies insued therefor to be so framed or endorsed, as in case of fire or other lesses to inure to the benefit of the mortgagee . 1ts successors assigns, to the extent of___ ite lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness, the hand and seal of said mortgagor. Witness: Ruth m Toda [Seal] [Seal]

[Seal]

UBBR 304 PAGE 592

State of Maryland, Allegany County, to-wit:

			50
I her	eby certify, That on t	his 25 th da	y of May
in the year ninet	een hundred and fift;	y-four	, before me, the subscriber
a Notary Public	of the State of Maryland, i	n and for said Count	ty, personally appeared
	JOSEPHINE LARUE		
			-
and	acknowledged the aforego	oing mortgage to be	her
act and deed; and Cashier of the within same	the Frostburg Natio	onel Bank,	peared F. EARL KREITZBURG,
			law, that the consideration in said
at section .	or sere being and c	miy authorized	ther made oath that he is d by it to make this
- Dirates in	y hand and Notarial Seal t	he day and year afor	resaid.
· /3		- /3	-A.
		tu	the n Joses
			Notary Public

Command and Martin seeser

FILED AND RECORDED MAY 28" 1954 at 10:40 A.M.



part ice of the first part, and The First National Bank of Barton, Maryland

a corporation organized under the national banking laws of The United States of America.

unberens. The said parties of the first part are indebted unto the party of the second part in the full and just sum of three thousand dollars (\$ 3000.00) for money lent, which loan is evidenced by the promissory note of the parties of the first part herein, payable on demand with interest to the order of the said party of the second part at The First Sational Bank of Barton, Maryland. And Whereas, it was understood and agreed, prior to the making of said loan and the giving of said mortgage that the same should be executed...

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do----- give, grant, bargain and sell, convey, release and confirm unto the said party of

the second part, itts successors and assigns-----

and assigns, the following property, to-wit:

in Allegany County, Maryland in the town of Barton and particularly described as follows:

Samuel M. Berry and Fay B. Berry, his wife, by deed from S. A. Boucher and Lulu M. Boucher, his wife, dated January 9, 1945, recorded in Liber No. 195 Folio 208 of the land records of Allegany County, Maryland, and in said deed described by courses and distances.

In said deed described by courses and distances.

SECOND. That let of ground in said town of Barton located on the East side of Georges Creek, being a portion of military lot No. 3790 of Allegany County and being the same property which was conveyed unto Henry Ross and Ellen Ross by Sarah Ann Ross, by deed of Cetober 21, 1893 and of record among the land records of Allegany County Karyland in Liber 74 Folio 693, and which finally became vested in the said Samuel M. Berry by the last will and testament of his father, Harry D. Berry, duly probated and dated August 26, 1946 D. Berry, duly probated and dated August 26, 1946.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said parties of the first part, their ----------heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors source thousand dollars together with the interest thereon, as and when the same shall become due and payable, and in

the meantime do and shall perform all the covenants herein on their---- part to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said parties of the first part, their heirs beather and assigns----nay hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the mid parties of the first part-

nant to pay when legally demandable. y cove

But in case of default being made in payment of the mortgage debt aforesaid, or of the inst thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,

LIBER 304 PAGE 594

then the entire mortgage debt intended to be hereby secured shall at once become due and payable,	-
and these presents are hereby declared to be made in trust, and the said party of the ago	one
part, its successors	
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	
matured or not; and as to the balance, to pay it over to the said Parties of the first	
part, theirheirs or assigns, and	
in case of advertisement under the above power but no sale, one-half of the above commission	
shall be allowed and paid by the mortgagors. their representatives, heirs or assigns.	
And the said parties of the first parts	
further covenant to	١.,
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
Company or companies acceptable to the mortgagee or its assigns	J.
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Three thousand Dollars,	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
to inure to the benefit of the mortgagee , its successors or assigns, to the extent	- A
of 1ts or their lien or claim hereunder, and to place such policy or	
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance	
and collect the premiums thereon with interest as part of the mortgage debt	
Hitness, the hand and seal of said mortgagor &	
Attest:	
1 0 0	- 1
Samuel N. (Serry [SEAL]	- 1
* Day B. Berry [SBAL]	
State of Maryland,	4
Allegany County, to-wit: I hereby certify, That on this twenty fourth day of Nay	
in the year nineteen Hundred and Fifty four-	1
a Notary Public of the State of Maryland, in and for said County, personally appeared	L
uel W. Berry and Fay B. Berry, his wife	
and each acknowledged the aforegoing mortgage to be his voluntary	L
act and deed; and at the same time before me also personally appeared Patrick A. Laughlin,	
President of The First National Bank of Barton, Maryland.	
the within named mortgagee, and made oath in due form of law, that the consideration in said	ı
mortgage is true and bons fide as therein set for forth., and that he is the president	6
of the said bank duly authorized to make this affidavit.	1
WITNESS my hand and Notarial Seal the day and year aforesaid.	A
Dennith & mellant 100	
W. D. S.	533

To Mitge Lectures Prod

FILED AND RECORDED MAY 28" 1954 at 10:40 A.M.

This Mortgage, Made this twenty seventhay of May---in the year Nineteen Hundred and Fifty four-seasons, by and between

Roy L. Lambert and Freeda V. Lambert, husband and wire

of Westernport, Allegany --- County, in the State of Maryland ---part les of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation, organized under the national banking laws of The United States of America----

of Teaternport, Allegany ---- County, in the State of Maryland part y of the second part, WITNESSETH:

Unbercas,
The said parties of the first part are indebted unto the party of the second part in the full and just sum of twenty seven hundred dollar's for money lant, which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part at The Citizens-National Bank of Westsraport, Maryland. And Wherea it was understood and agreed between the parties prior to the lending of said money and the giving of said note that this mortgage should be executed,__

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Parties of the first parteceases.

do ----- give, grant, bargain and sell, convey, release and confirm unto the said. party of the second part, its successors

All those certain four lots of ground situated in Greene's Highland Park Addition to the town of Westemport, in Allegany County, Maryland, known and numbered as lots Nos. 13, 14, 15 and 16 in Section C. on the plat thereof, and making altogether one plot of ground fronting 80 feet on the North side of The County Road and on the South side of Central Avenue. Being the same property which was conveyed unto the parties of the first part herein by deed from Kenneth B. Riggleman et ux, by two deeds, one dated November 14, 1946, recorded in Liber No. 217 Folio 386 and the other dated October 15, 1947 and recorded in Liber No. 217 Folio 623. To which deeds a reference is hereby made for a definite and particular description of said property #####s and assigns, the following property, to-wit: Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertalning. Provided, that if the said parties of the first part, their executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Twenty seven hundred dollars together with the interest thereon, as and when the same shall become due and payable, and ln the meantime do and shall perform all the covenants herein on their ----- part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said parties of We first part, its successors ---hold and possess the aforesaid property, upon paying ln the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first parts hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, party of the second part, its successors, ----his, her or their duly constituted attorney or agent, are hereby authorized and empo wered, at-any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of part, ffff theirin case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns. And the said parties of the first partfurther covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgages or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to flure to the benefit of the mortgages ,ita auccesses or assigns, to the extent their lien or claim hereunder, and to place such p

BER 304 PAGE 597

policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt...

Mitness, the hand and seal of said mortgagors

Echard Swhetworth & Ray & Sambert

************* x Frieda V. Kandut. [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this twenty seventhiay of May----in the year nineteen Hundred and Fifty four-seasons before me, the subscriber." a Notary Public of the State of Maryland, in and for said County, personally appeared

Coy L. Lambert and Freeda V. Lambert, hysband and wife----and each acknowledged the aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Horace P. Whitworth, President of The Citizens National Bank of Westernport, Maryland the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth, and that he is the president of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Newhetus

FILED AND RECORDED MAY 29" 1954 BC THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this day of May . , 1954, by Julia A. C. Raphel, widow, of Allegany County, in the State of Maryland, and Mary Alida Raphel, unmarried, of Washington, in the District of Columbia, WITWESSETH:

WHEREAS, by Mortgage bearing date the 18th day of Pebruary, 1954, and recorded in Liber No. 302, folio 376, one of the Land Records of Allegany County, under the hand and seal of Saul H. Smith, widower, the ground and premises therein described became limited and assured unto the said Julia A. C. Raphel and Mary Alida Raphel by way of Mortgage, and for the purpose of securing the sum of Fourteen Fundred (\$1400.00) Dollars, together with the interest at the rate expressed in Said Mortgage, as will more fully appear by reference thereto.

AND WHEREAS, the said Mortgagor has paid unto the said Julia A. C. Raphel and Mary Alida Raphel, the sum of One Thousand (\$1,000.00) Dollars on account of said Mortgage debt, and the said Mortgagor now desires to have a certain part of the land and premises included in said Mortgage released from the lien thereon, which said part or parcel is hereinafter described, and the said Julia A. C. Raphel and Mary Alida Raphel agree, in consideration of the payment of said One Thousand (\$1,000.00) Dollars to release the hereinafter described parcel of land.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar in hand paid, the receipt of which is hereby acknowledged, the said Julia A. C. Raphel and Mary Alida Raphel do hereby grant and release unto the said Saul H. Smith the following property, to-wit:

All those two lots or parcels of ground lying and being in Allegany County, Maryland, known as Lots Nos. 120 and 121 in the L & L Park Addition, a plat of which is recorded in Plat Case Box No. 99 of the Land Records of Allegany County, Maryland, which said lots intended to be hereby conveyed are more particularly described as follows, to-wit:

LOT NUMBER 120: BEGINNING the same at a stake at the end of the first line of Lot No. 121 of the aforementioned L & L Addition and running thence with the North West edge of Amcelle Boulevard, North 28 degrees 40 minutes East 30 feet to a stake standing at the Western intersection of Amcelle Boulevard and Second Street and running thence with the South West edge of Second Street, North 48 degrees 50 minutes West 127-5/10 feet to a stake, thence South 28 degrees 40 minutes West 57-5/10 feet to a stake standing at the end of the second line of Lot No. 121 of the said L & L Park Addition, thence reversing said second line, South 61 degrees 20 minutes East 125 feet to the beginning.

LOT NUMBER 121: BEGINNING the same at a stake standing at the end of the first line of Lot No. 122 of the aforementioned

L & L Park Addition and running with the North West edge of the ...

Amcelle Boulevard, North 28 degrees 40 minutes East 30 feet to a stake, thence North 61 degrees 20 minutes West 125 feet to a stake, thence South 28 degrees 40 minutes West 30 feet to a stake standing at the end of the second line of Lot No. 122 of the said L & L Park Addition, thence reversing said second line and running South 61 degrees 20 minutes East 125 feet to the beginning.

AL30: All that lot or pardel of ground lying and being in Allegany County, Maryland, and known as Lot No. 200 in the L & L Park Addition, a platfof which is recorded in Plat Case Box No. 99 of the Land Records of Allegany county, Maryland, which said lot intended to be hereby conveyed is more particularly, described as follows:

BEGINNING the same at a stake standing at the end of the second line of Lot No. 223 of the aforemention L & L Park Addition, said stake also stands on the third line of Lot No. 123 of said Addition, and thence reversing said third line also third line of Lots Nos. 122-121-120 of said Addition, North 28 degrees 40 minutes East 127-5/10 feet to a stake standing on the South West edge of Second Street, said stake also stands at the end of the second line of Lot No. 120 of said Addition and running thence with second street, North 48 degrees 50 minutes West 30 feet to a stake, thence South 41 degrees 10 minutes West 125 feet to a stake, thence South 48 degrees 50 minutes East 60 feet to the beginning.

It being the same properties which were conveyed unto the said Saul H. Smith by two deeds from Aaron Lazarus, Jr., single, and others, one of which said deeds bears date August 21, 1952, and is recorded in Liber No. 243, folio 366, and the other deed bears dated April 21, 1953, and is recorded in Liber No. 249, folio 209 of the Land Records of Allegany County.

It being distinctly understood and agreed that this Release shall not affect, in any way, the lien of said Mortgage upon the remaining property included in said Mortgage.

WITNESS our hands and seals the day and year above

written.

WITNESS:

The to your

Julia A. C. Haphel (SEAL)

WITNESS:

Chalotte Curie

mary alida Raphel (SEAL)

LIBER 304 PAGE 600

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY certify that on this 24th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Julia A. C. Raphet, one of the parties herein, and she acknowledged the aforegoing Deed of Partial Release of Mortgage to be her act and deed.

Miles and and Notarial Seal the day and year

above we will

Search Mighes

State of Person

TO WIT:

I HEREBY CERTIFY, That on this day of May, 1954, before me, the subsqriber, a Notary Public of the District of Columbia, in and for the City of Washington, personally appeared Mary Alida Raphel, one of the parties herein, and she acknowledged the aforegoing Deed of Partial Release of Mortgage to be her act and deed.

WITNESS MY hand and Notarial Seal the day and year



ashington County, th.